BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
Wednesday, August 12, 2026 at 6:00 PM
Commission Chambers, 300 Municipal Drive,
Madeira Beach, FL 33708

This Meeting will be televised on Spectrum Channel 640 and YouTube Streamed on the City's Website.

1. **CALL TO ORDER**
2. **INVOCATION AND PLEDGE OF ALLEGIANCE - City Attorney Thomas Trask**
3. **ROLL CALL**
4. **APPROVAL OF THE AGENDA**
5. **PROCLAMATIONS - Mayor**
6. **PRESENTATIONS (limited to 10 minutes each)**
7. **PUBLIC COMMENT**

   Public participation is encouraged. If you are addressing the Commission, step to the podium and state your name and address for the record, and the organization or group you represent. Please limit your comments to five (5) minutes and do not include any topic on the agenda. Public comment on agenda items will be allowed when they come up.

   If you would like someone at the City to follow up on a comment or question made at the meeting, you may fill out a comment card with the contact information and give it to the City Manager. Comment cards are available at the back table in the Commission Chambers. Completing a comment card is not mandatory.

   For any quasi-judicial public hearings that might be on the agenda, an affected person may become a party to a quasi-judicial proceeding and can be entitled to present evidence at the hearing, including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing a notice of intent to be a party with the Community Development Director not less than five days prior to the hearing.

8. **APPROVAL OF THE MINUTES**

   A. 07-08-2026, BOC Regular Meeting Minutes

B. 07-22-2026, BOC Budget Workshop #4 Meeting Minutes

C. 07-22-2026, BOC Regular Workshop Meeting Minutes

9. CONSENT AGENDA

Any member of the Board of Commissioners can ask to pull a consent item for separate discussion and vote.

A. ITB# 26-04 Stormwater Backflow Prevention Project

B. Disaster Debris Management Participation Agreement with DRC

C. Amendment to RFP No. 26-05 – Marina Seawall Replacement #2 to Include 129th Avenue (Area 5) Seawall Replacement

D. Interlocal Agreement with Pinellas County - Post-Storm Recovery Services within Geographic Pinellas County

10. PUBLIC HEARINGS

A. Ordinance 2026-07, Charter Amendments Relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions – 2nd Reading & Public Hearing

B. Ordinance 2026-08, Fees and Collection Procedure Manual - 1st Reading and Public Hearing

C. Ordinance 2026-09, Nonconformances and rebuilding regulations - 1st Reading & Public Hearing

D. ABP 2026-01 Florida Fisherman, Inc.

E. ABP 2026-02 Florida Fisherman, Inc.

11. UNFINISHED BUSINESS

12. CONTRACTS/AGREEMENTS

A. AirDNA Software Purchase

B. Revision to the Redington EMS Station Funding Agreement

13. NEW BUSINESS

14. AGENDA SETTING

A. Temporary Parking

B. Pinellas County Sheriff's Contract

15. REPORTS/CORRESPONDENCE

A. Board of Commissioners - Reports/Correspondence

B. Board of Commissioners - 2026 Meetings Report (Jan - July) - Informational

C. City Attorney

D. City Clerk

E. City Manager

16. RESPOND TO PUBLIC COMMENTS/QUESTIONS

17. ADJOURNMENT

One or more Elected or Appointed Officials may be in attendance.

Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the minutes to be transcribed verbatim; therefore, the applicant must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with the Americans with Disability Act and F.S. 286.26; any person with a disability requiring reasonable accommodation to participate in this meeting should call the City Clerk at 727-401-1792 or email a written request to cvanblargan@madeirabeachfl.gov.

MINUTES

BOARD OF COMMISSIONERS
REGULAR MEETING
JULY 8, 2026
6:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular meeting at 6:00 p.m. on July 8, 2026, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: Anne-Marie Brooks, Mayor
Eddie McGeehen, Vice Mayor/Commissioner District 3
Charles "Chuck" Dillon, Commissioner District 2
Housh Ghovaee, Commissioner District 4

MEMBERS ABSENT: David Tagliarini, Commissioner District 1

CHARTER OFFICERS PRESENT: Mike Helfrich, City Manager
Clara VanBlargan, City Clerk
Thomas Trask, City Attorney

1. CALL TO ORDER

Mayor Brooks called the meeting to order at 6:00 p.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE

City Attorney Tom Trask gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL

City Clerk Clara VanBlargan called the roll. Commissioner Tagliarini was absent.

4. APPROVAL OF THE AGENDA

Commissioner Ghovaee motioned to approve the Agenda as written. Commissioner Dillon seconded the motion.

ROLL CALL:

Commissioner Ghovaee	"YES"
Commissioner Dillon	"YES"
Vice Mayor McGeehen	"YES"
Mayor Brooks	"YES"

DRAFT

The motion carried 4-0.

5. PROCLAMATIONS

There were no Proclamations.

6. PRESENTATIONS

There were no Presentations.

7. PUBLIC COMMENT

Happy Price, a board trustee of the Gulf Beaches Library and resident of 13300 3rd Street East, provided an update on library affairs. She reported that the board unanimously approved Donovan Peters as the designated successor director to long-tenured acting director Stan Silverstein, who is mentoring her as she completes her master's degree in library services. Ms. Price also noted that the library received a visit from Florida State Librarian Amy Johnson, who was referred by the Pinellas Public Library Cooperative; the library was held up as a model for its swift post-storm recovery. She reported that a new time capsule has been sealed within the library walls, with the previous capsule's contents on display, and that the next opening is scheduled for the library's 100th anniversary in November 2068. Regarding the upcoming budget season, Ms. Price noted that the library's budget submission is lower than the prior year, attributable in part to energy savings from recent renovations and revenue generated from paid parking during off-hours, which yielded approximately $1,000 during the spring King of the Beach event. She encouraged the Commission to approve the budget and offered to attend future budget discussions.

John Scott, a resident of the West Parsley/East Parsley/Marguerite area, addressed the Commission with strong concerns about persistent flooding and road conditions in his neighborhood. He presented enlarged photographs showing significant standing water on the road after a twenty-minute rain event and stated that road cuts for drainage infrastructure remain unfinished and nonfunctional, with the area covered in debris and dust. Mr. Scott indicated that two years had passed without adequate remediation, that a prior six-week commitment to complete road repairs had not been honored, and that he intended to retain legal counsel and file a writ of mandamus against the City if conditions were not addressed. He specifically requested that the road cuts be asphalt-patched as an immediate interim measure and urged the Commission to visit the neighborhood firsthand.

8. APPROVAL OF MINUTES

A. 2026-06-10, BOC Regular Meeting Minutes
B. 2026-06-11-2026, BOC Strategic Public Workshop Meeting Minutes (Kimley-Horn)
C. 2026-06-24, BOC Budget Workshop #3 Meeting Minutes
D. 2026-06-24, BOC Regular Workshop Meeting Minutes

Commissioner Dillon motioned to approve the meeting minutes as written. Vice Mayor McGeehen seconded the motion.

ROLL CALL:

Commissioner Dillon	"YES"
Vice Mayor McGeehen	"YES"
Commissioner Ghovaee	"YES"
Mayor Brooks	"YES"

The motion carried 4-0.

9. CONSENT AGENDA

A. City Attorney Contract Services Renewal – Trask Daigneault, LLP
B. GrantWorks Piggyback Agreement with Lake County

Mayor Brooks read the items on the Consent Agenda.

Mayor Brooks opened the floor to public comment. There were no public comments.

Commissioner Ghovaee motioned to approve the Consent Agenda as written. Vice Mayor McGeehen seconded the motion.

ROLL CALL:

Commissioner Ghovaee	"YES"
Vice Mayor McGeehen	"YES"
Commissioner Ghovaee	"YES"
Mayor Brooks	"YES"

The motion carried 4-0.

10. PUBLIC HEARINGS

A. Ordinance 2026-07, Charter Amendments Relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions – 1st Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2026-07 by title only.

ORDINANCE 2026-07

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF MADEIRA BEACH PROPOSED AMENDMENTS TO THE CITY CHARTER RELATING TO THE DATE OF MUNICIPAL ELECTIONS AND CANDIDATE QUALIFYING PERIODS; AMENDING SECTION 3.3, NOMINATION OF BOARD OF COMMISSIONERS, SUBPARAGRAPH (A), FILING, OF THE CITY CHARTER TO CHANGE THE CANDIDATE

DRAFT

QUALIFYING PERIOD FROM DECEMBER TO JUNE; AMENDING SECTION 3.4, MANNER OF HOLDING ELECTIONS, SUBPARAGRAPH A, OF THE CITY CHARTER TO CHANGE MUNICIPAL ELECTIONS FROM MARCH TO NOVEMBER TO COINCIDE WITH THE STATE GENERAL ELECTION; AMENDING SECTION 2.2, BOARD OF COMMISSIONERS CREATED; QUALIFICATIONS; TERM OF OFFICE; AND VACANCIES, SUBPARAGRAPH (B), QUALIFICATIONS AND TERM OF OFFICE, OF THE CITY CHARTER TO PROVIDE FOR CERTIFICATION OF ELECTION RESULTS, AMENDING SECTION 4.8, INDUCTION OF BOARD OF COMMISSIONERS INTO OFFICE; MEETINGS, OF THE CITY CHARTER TO PROVIDE CONSISTENT COMMENCEMENT OF TERMS AND INSTALLATION PROCEDURES; PROVIDING FOR TRANSITIONAL TERMS OF OFFICE INCLUDING EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 3 AND COMMISSIONER DISTRICT 4 UNTIL NOVEMBER 2027 AND EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 1, COMMISSIONER DISTRICT 2, AND MAYOR-COMMISSIONER UNTIL NOVEMBER 2028; PROVIDING FOR A REFERENDUM; PROVIDING FOR BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk summarized the ordinance, explaining that the City's municipal elections are currently held in March and that, if approved by voters in November, the ordinance would shift elections to November to coincide with the state general election. The qualifying period would move from December to the first two weeks of June to meet the August 7th ballot submission deadline. The ordinance also provides for transitional term extensions: seats in Districts 3 and 4, currently up in March 2027, would be extended to November 2027; and seats in Districts 1, 2, and the Mayor-Commissioner position would be extended to November 2028. The City Clerk confirmed that these temporary extensions do not affect consecutive term limits. If adopted on second reading in August, the charter amendment questions would be placed on the November ballot.

Mayor Brooks opened the floor to public comment. There were no public comments.

After the first reading and public hearing, Commissioner Dillon moved to approve Ordinance 2026-07, Charter Amendments Relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions. Vice Mayor McGeehen seconded the motion.

ROLL CALL:

Commissioner Dillon	"YES"
Vice Mayor McGeehen	"YES"
Commissioner Ghovaee	"YES"
Mayor Brooks	"YES"

The motion carried 4-0.

B. Ordinance 2026-06, Vacation of Right-of-Way Request – Portion of Fisherman's Alley – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2026-06 by title only.

ORDINANCE 2026-06

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, VACATING THE PORTION OF FISHERMAN'S ALLEY ABUTTING LOTS 2 THROUGH 7 AND LOTS 14 THROUGH 19 OF BLOCK 1 OF MITCHELL'S BEACH JOHNS PASS THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

Mayor Brooks opened the floor to public comment.

Brian Aungst, a land use attorney appearing on behalf of applicant JBV Hotel Property LLC, addressed the Commission. He noted that the item had been reviewed at a prior workshop and Planning Board presentation and that this was the second reading following unanimous approval at first reading. He clarified that the vacation of the alley would not result in any immediate physical closure of Fisherman's Alley, as the ordinance contains conditions that must be met before the vacation is recorded. He further noted that, in exchange for vacating approximately 3,300 square feet of right-of-way, the applicant is providing approximately 16,000 square feet of perpetual public easements for open space, the Pelican Way extension, and public ingress and egress through the parking garage as needed. He also confirmed that the applicant had agreed to incorporate historical signage for Fisherman's Way into the project design, as requested by the Planning Board.

A resident, Sean Wyn (?), owner of a property on East End Lane, expressed concern about access to his home. He stated that his property is currently accessible via either Boardwalk Lane or Fisherman's Alley and requested assurance that access would be maintained. He asked whether converting a portion of East End Lane from one-way to two-way could be considered.

Sue, a representative of Walt'z Fish Shack, said she was not opposed to the hotel project but raised safety concerns about reducing access routes to the area. She noted that customers currently use East End Lane to access the restaurant, and that consolidating access to primarily one route during special events, when Pelican Lane could become crowded, would raise fire and emergency egress concerns.

Commissioner Ghovaee asked whether utilities within Fisherman's Alley would be relocated before or after the vacation of the right-of-way. Civil engineer Sean Cashen of Gulf Coast Consulting explained that Duke Energy, Spectrum, and Frontier would relocate their overhead and underground utilities, followed by the relocation of water and sewer infrastructure. Existing utilities would be removed only after the new ones are certified and operational. He confirmed that a temporary easement would be in place to protect utility access during the transition period and that any service interruption would be minimal.

Mayor Brooks asked for clarification that no businesses on those utility lines would experience an extended disruption, and this was confirmed.

Senior Planner Kathryn Younkin said that widening East End Lane to two-way traffic had been evaluated early in the process, but that doing so would eliminate existing parking within the right-of-way, making it infeasible. The garage easement was therefore adopted as the preferred solution to ensure secondary access. She confirmed that the ordinance's conditions of approval require that all required easements be received by the City before the vacation is recorded, providing an effective safeguard for the interim period.

After the second reading and public hearing, Vice Mayor McGeehen moved to adopt Ordinance 2026-06, Vacation of Right-of-Way Request – Portion of Fisherman's Alley, subject to the conditions in Section One of the Ordinance. Commissioner Ghovaee seconded the motion.

ROLL CALL:

Vice Mayor McGeehen	"YES"
Commissioner Ghovaee	"YES"
Commissioner Dillon	"YES"
Mayor Brooks	"YES"

The motion carried 4-0.

C. Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning – 2nd Reading & Public Hearing

City Attorney Tom Trask read Ordinance 2026-05 by title only.

ORDINANCE 2026-05

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 214 BOARDWALK PLACE EAST, 210 BOARDWALK PLACE EAST, 206 BOARDWALK PLACE EAST, 204 BOARDWALK PLACE EAST, BOARDWALK PLACE EAST (2 PARCELS), 146 BOARDWALK PLACE EAST, 129TH AVE EAST (5 PARCELS), CONSISTINGOF APPROXIMATELY 1.457 ACRES, FROM JOHN'S PASS VILLAGE ACTIVITY CENTER (C-1) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

City Attorney Trask reminded the Commission that the quasi-judicial hearing had been held at the prior meeting and that this proceeding was not quasi-judicial. He also advised that, pursuant to the City Charter, the ordinance would require a four-fifths vote. With Commissioner Tagliarini absent, all four present commissioners would need to vote in favor for the ordinance to pass.

Kathryn Younkin placed her professional credentials on the record, including a master's degree in urban and regional planning from the University of Florida, a professional degree in architecture, and AICP certification. She also noted prior service as deputy zoning official for the City of St. Petersburg and as director of community development for the City of Treasure Island. She said she was happy to answer any questions.

Mayor Brooks opened the floor for public comment.

Attorney Aungst, on behalf of the applicant, offered a brief summary in lieu of a full presentation, noting that the Commission had reviewed the project twice before. He emphasized that the 16,000 square feet of perpetual public easements, including the park space, Pelican Way extension, and garage access, would remain available regardless of ownership changes. He noted that the project aligns with the City's goals for pedestrian-oriented development in the John's Pass Village area and cited the 92 publicly available parking spaces, offered at rates significantly below prevailing private market rates, as a concrete community benefit.

Resident Sean Wyn (?) expressed concern about access to his residence on East End Lane and sought confirmation that his access through Fisherman's Alley would remain in effect in perpetuity, regardless of future ownership of either property.

Commissioner Dillon acknowledged the public's access concerns but noted, based on prior discussions, that adequate alternatives had been provided. He observed that access via the garage, as well as via 129th Avenue and Pelican Way, would be available, including during special events.

Commissioner Ghovaee said all his questions were answered at the first reading and that he supported the project 100%.

Vice Mayor McGeehen expressed strong support, noting the project's alignment with the City's Comprehensive Plan, the Countywide Plan, and the John's Pass Village Activity Center design standards. He highlighted garage parking, public green space with restrooms, and access easements as key community benefits.

Mayor Brooks expressed support and raised the issue of directory signage at John's Pass, noting that historical signage directing visitors to businesses such as Walt'z Fish Shack, Woody's Watersports, Don's Dock, and the Tipsy Tiki had largely been removed. Mayor Brooks directed the City Manager to bring the matter of restoring the signage to a future agenda.

After the second reading and public hearing, Commissioner Ghovaee moved to adopt Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning. Commissioner Dillon seconded the motion.

ROLL CALL:

Commissioner Ghovaee	"YES"
Commissioner Dillon	"YES"
Vice Mayor McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 4-0.

D. John's Pass Village Hotel Planned Development (PD) Development Agreement (Di

The City Attorney directed the Commission's attention to the development agreement, noting it was the final opportunity to review and act on it. He highlighted page 9, paragraph 9.10, which governs public parking rates. Under that provision, the developer must offer the 92 public parking spaces at the higher of $5.50 per hour or $1.00 more than the City's average rate within the John's Pass Village Activity Center. City Attorney Trask clarified that, because the City currently charges $4.00 per hour, the $1.00 premium would yield $5.00, but the agreement's $5.50 floor would prevail. The rate is substantially lower than prevailing private parking rates in the area.

Mayor Brooks opened the floor to public comment.

Resident Sean Wyn (?) again addressed the Commission, this time seeking assurance that the perpetual easement granting him access through the parking garage would remain enforceable regardless of future changes in ownership of either his property or the hotel. Attorney Aungst confirmed that the easement runs with the land in perpetuity, is enforceable in court, and that both the resident's property and the hotel property are bound by its terms regardless of future ownership.

Commissioner Dillon moved to approve John's Pass Village Hotel Plan Development Agreement. Vice Mayor McGeehen seconded the motion.

ROLL CALL:

Commissioner Dillon	"YES"
Vice Mayor McGeehen	"YES"
Commissioner Ghovaee	"YES"
Mayor Brooks	"YES"

The motion carried 4-0.

11. UNFINISHED BUSINESS

A. Resolution 2026-06, Moratorium on Collection of Mobility Fee

City Attorney Tom Trask read Resolution 2026-06 by title only.

RESOLUTION 2026-06

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE IMPOSITION AND COLLECTION OF THE MOBILITY FEE REQUIRED PURSUANT TO CHAPTER 92 (PROPORTIONATE SHARE DEVELOPMENT FEE) OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES UNTIL JULY 31, 2027;

PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

Long Range Planner Andrew Morris said the item had been discussed at the previous workshop and that, upon adoption, staff would work to unwind the local fee. He confirmed that the county's mobility fee would continue to be collected and enforced under the existing agreement with Pinellas County.

Mayor Brooks opened the floor to public comment. There were no public comments.

Commissioner Ghovaee asked for confirmation that the moratorium would be consistent with Pinellas County regulations, which Mr. Morris affirmed.

Vice Mayor McGeehen moved to adopt Resolution 2026-06, Moratorium on Collection of Mobility Fee. Commissioner Ghovaee seconded the motion.

ROLL CALL:

Vice Mayor McGeehen	"YES"
Commissioner Ghovaee	"YES"
Commissioner Dillon	"YES"
Mayor Brooks	"YES"

The motion carried 4-0.

12. CONTRACTS/AGREEMENTS

13. NEW BUSINESS

A. Forward Pinellas Interlocal Agreement for Planning and Mapping Services and/or Special Project Work with the City of Madeira Beach

The City Attorney explained that the City has maintained an interlocal agreement with Forward Pinellas for several years and that the current agreement was set to expire. The renewal would extend the agreement for an additional four years. Mr. Morris noted that Forward Pinellas currently maintains the City's zoning and future land use map at no cost and that any additional special project work would be subject to fees outlined in the agreement.

Mayor Brooks opened the floor to public comment. There were no public comments.

Commissioner Dillon moved to approve the Forward Pinellas Interlocal Agreement for Planning and Mapping Services and/or Special Project Work with the City of Madeira Beach. Commissioner Ghovaee seconded the motion.

ROLL CALL:

Commissioner Dillon	"YES"

Commissioner Ghovaee	"YES"
Vice Mayor McGeehen	"YES"
Mayor Brooks	"YES"

The motion carried 4-0.

14. AGENDA SETTING (July 22, 2026, BOC Regular Workshop)

A. **Exhibit A.1 DRC Agreement ILA PC Debris and Collection Agreement**
B. **RFQ for Land Development Regulations and Code of Ordinances**
C. **Limited Use Parking along Gulf Blvd**
D. **FY 2027 Pinellas County Sheriff's Office Contract**
E. **Stormwater Analysis & Survey of What the Fees Charged from other Pinellas County Communities**
F. **Aclarian Financial Consultant & Contracts Extension Renewal Discussion**
G. **FY 2027 Sheriff's Office Contract Discussion**
H. **Fees & Collections Manual Discussion**
I. **Holiday Décor – Proposal with and without Solar Options**

The City Manager said each of the items was reviewed with each Commissioner during their one-on-one meetings.

Added Items

Mayor Brooks requested that the City of Madeira Beach's 80th anniversary be added to the workshop agenda. She noted that the Commission had not been included in planning the recent 250th anniversary celebration for the City and country and expressed a desire for the Commission to be actively involved in planning the upcoming milestone. The City Manager agreed to add the item.

Commissioner Ghovaee noted his attendance at the July 4th celebration, along with Vice Mayor McGeehan, and stated that he felt it fell below the City's usual standards.

15. REPORTS/CORRESPONDENCE

A. **Board of Commissioners – Reports/Correspondence**

Commissioner Ghovaee provided an update on the development of a Key to the City program. He reported that he was working with a manufacturer to finalize the design and wording of the award plaque and anticipated sharing the design with the Commission for review before scheduling a formal presentation to deserving recipients.

B. **Board of Commissioners – 2026 Meetings Report (January - June) - Informational**

This item was received for informational purposes. The City Clerk requested that any corrections be submitted to her office. No changes were noted.

C. City Attorney

The City Attorney expressed gratitude to the Commission for its continued support of the Trask Daigneault firm as city attorney. Commissioner Ghovaee and Mayor Brooks reciprocated, commending Attorney Trask for his professionalism, institutional knowledge of the community, and his consistent representation of the city's interests.

D. City Clerk

The City Clerk announced that the state-mandated continuing education and ethics training would be held on Wednesday, July 15th, from 10:00 AM to 3:30 PM, with participants expected from other municipalities. The City Clerk's office would provide breakfast and lunch.

The City Clerk recognized Vice Mayor McGeehan for completing the Institute of Election Officials Levels 1 and 2 and the advanced leadership training through the Florida League of Cities. Vice Mayor McGeehan briefly acknowledged the recognition and praised the Florida League of Cities as a valuable resource for elected officials seeking leadership and ethics education.

The City Clerk also announced her achievement in earning the Florida Certified Records Manager designation.

E. City Manager

The City Manager reported that city staff had continued to advance several major capital improvement projects over the prior month, including progress on permitting for the John’s Pass jetty sidewalk, completion of the John’s Pass dredging project, preparation for the second strategic planning session, and ongoing hurricane recovery projects funded through Hurricane Helene grants. He offered to answer any questions about the written report included in the agenda packet.

Mayor Brooks inquired specifically about Tom and Kitty Stewart Park, asking whether the project remained on the previously communicated schedule. The City Manager confirmed the project was on schedule for completion by November 2026, noting that seawall construction was substantially underway and that site plans were approximately 95% complete, with the restroom foundation plans being finalized. Mayor Brooks asked whether a landscape plan for the park had been developed. The City Manager said he was not certain but committed to following up. Mayor Brooks expressed that the Commission and community would want to see a thoughtful beautification plan for the site.

16. RESPOND TO PUBLIC COMMENTS/QUESTIONS

Mayor Brooks returned to John Scott's public comment regarding flooding and road conditions on West Parsley, East Parsley, and Marguerite. She asked the City Manager whether a follow-up had occurred with Mr. Scott after the prior meeting. The City Manager said he was not certain and committed to verifying with staff.

Mayor Brooks directed the City Manager to contact Mr. Scott, meet with him, and provide a clear explanation of the current situation and timeline, including the reasons for any delays,

acknowledging that the resident deserved more substantive communication than he appeared to have received. She recognized his frustration as understandable given the prolonged conditions.

Community Development Director Marci Forbes explained that the paving delay stemmed from the schedule of the milling and paving subcontractor, separate from the John's Pass paving contractor. The first direct meeting among the City, the prime contractor, and the paving subcontractor had only recently taken place. The paving start date, previously communicated as July 9th, had been pushed back to approximately August 1st.

Commissioner Ghovaee raised the substantive drainage issue, noting that a conversation alone would be insufficient. He suggested that using turbidity barriers in the waterway near the outfall could allow the erosion-control measures at the road inlet to be removed, thereby allowing stormwater to drain while protecting the bay from silt. He recommended that the City either direct the contractor to install turbidity barriers or engage another subcontractor to do so, with any additional costs potentially backcharged to the prime contractor, treating the flooding as an emergency requiring immediate action.

Commissioner Dillon acknowledged the issue but noted the difficulty of directing work that falls under contractor responsibility, particularly when the contractor's performance had already been a concern.

Mayor Brooks directed the City Manager to determine the best path to address the flooding, stating that the matter warranted emergency-level attention, and to keep affected residents proactively informed of any schedule changes.

17. ADJOURNMENT

Mayor Brooks adjourned the meeting at 7:05 p.m.

ATTEST: _____ Anne-Marie Brooks, Mayor

_____
Clara VanBlargan, MMC, FCPC, FCRM, MSM, City Clerk

DRAFT

MINUTES

BOARD OF COMMISSIONERS
BUDGET WORKSHOP MEETING
JULY 22, 2026
2:00 P.M.

The City of Madeira Beach Board of Commissioners held a budget workshop meeting at 2:00 p.m. on July 22, 2026 in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: Anne-Marie Brooks, Mayor
Eddie McGeehen, Vice Mayor/Commissioner District 3
David Tagliarini, Commissioner District 1
Charles "Chuck" Dillon, Commissioner District 2
Housh Ghovaee, Commissioner District 4

MEMBERS ABSENT: None

CHARTER OFFICERS PRESENT: Michael Helfrich, City Manager
Clara VanBlargan, City Clerk
Andrew Laflin, Finance Director Consultant

1. CALL TO ORDER

Mayor Brooks called the meeting to order at 2:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. All were present.

3. PUBLIC COMMENT

There were no public comments.

4. DISCUSSION ITEMS

A. FY 2027 Budget Workshop #4 Presentation

Finance Director Consultant Andrew Laflin provided an overview of operating expenses, including highlights of budgeted amounts by fund and department, a detailed department-by-department walkthrough, and a preliminary discussion of the stormwater fee in anticipation of an upcoming fees and collections manual workshop. He noted that prior workshops covered capital, personnel, and revenues, and that the August workshop would be the culminating session, during which all elements would be assembled into the full budget document.

Department directors responded to questions and comments from the Board of Commissioners. The Finance Director will provide clarification to the Board by email regarding a significant variance in salaries and wages for FY 2024, FY 2025, and FY 2026 compared with the proposed amount budgeted for FY 2027.

5. ADJOURNMENT

Mayor Brooks adjourned the meeting at 3:34 p.m.

ATTEST: _____
Anne-Marie Brooks, Mayor

_____
Clara VanBlargan, MMC, MSM, FCMC, City Clerk

DRAFT

MINUTES

BOARD OF COMMISSIONERS
REGULAR WORKSHOP MEETING
JULY 22, 2026
4:00 P.M.

The City of Madeira Beach Board of Commissioners held a regular workshop meeting at 4:00 p.m. on July 22, 2026, in the Patricia Shontz Commission Chambers at City Hall, located at 300 Municipal Drive, Madeira Beach, Florida.

MEMBERS PRESENT: Anne-Marie Brooks, Mayor
Eddie McGeehen, Vice Mayor/Commissioner District 3
David Tagliarini, Commissioner District 1
Charles "Chuck" Dillon, Commissioner District 2
Housh Ghovaee, Commissioner District 4

MEMBERS ABSENT: None.

CHARTER OFFICERS PRESENT: Michael Helfrich, City Manager
Clara VanBlargan, City Clerk
Thomas Trask, City Attorney
Andrew Laflin, Finance Director Consultant

1. CALL TO ORDER

Mayor Brooks called the meeting to order at 4:00 p.m.

2. ROLL CALL

City Clerk Clara VanBlargan called the roll. All were present.

3. PUBLIC COMMENT

There were no public comments.

4. BOARD OF COMMISSIONERS

A. FY 2027 Gulf Beaches Public Library Budget

The City Manager presented the FY 2027 Gulf Beaches Public Library budget, noting that the city had been asked to pay its 26 percent share of a total library budget of $376,023, resulting in a city contribution of $97,765.98. The City Manager acknowledged that a library representative typically attends these presentations and had been present at the prior meeting to present the budget item by item.

Mayor Brooks opened the floor to public comments. There were no public comments.

The Commission indicated unanimous support for the library budget contribution.

B. FY 2027 Sheriff's Office Contract

The City Manager reviewed the FY 2027 Sheriff's Office contract, noting he had compared it to the prior year's contract and found few changes in the services provided. He reported an overall increase of 6.05 percent, which he assumed was attributable to salary increases, though he acknowledged he could not confirm that with certainty.

Mayor Brooks asked whether a representative from the Sheriff's Department would present at the upcoming commission meeting where a vote would be taken. The City Manager confirmed he would request that a Sheriff's Department representative attend.

Mayor Brooks opened the floor to public comment. There were no public comments.

C. Founders Day Celebration Planning

The assistant to the city manager, Megan Powers, explained the item. She provided a list of potential events not only for Founders Day itself but also distributed throughout the year as a broader celebration of the city's 80 years of incorporation. They could encourage local businesses to run specials throughout the month of May. They would plan a larger signature event for Founders Day featuring better music, more fireworks, more children's activities, and significantly more marketing to reach residents. She would email the list to the City Clerk for inclusion in the meeting packet.

Commissioner Tagliarini expressed enthusiasm for the concept, noting that all the proposed activities would resonate with residents. He recalled prior community events, such as movies in Archibald Park, and Ms. Powers indicated she would explore the possibility of a movie event, including a showing of Jaws, weather and rights permitting.

Ms. Powers said they could develop an 80th Anniversary logo as soon as possible to support branding, employee email signatures, and physical swag such as stickers, patches, and apparel. Commissioner Dillon appreciated that residents and the broader community were being included in the planning. Mayor Brooks noted that residents at a recent community conversation had raised many of the same ideas independently, saying, "It doesn't just have to be a day" and that the celebration could span from January 1 through the year.

Ms. Powers confirmed that the Recreation team would participate in a collaborative effort. The Commission expressed unanimous enthusiasm.

Mayor Brooks opened the floor to public comment. There were no public comments.

D. John's Pass Village Directory and Wayfinding

Ms. Powers explained that the John's Pass Merchants had requested that the city purchase a directory sign, and a copy of the request had been placed on the dais. The proposal included three double-sided signs and two single-sided signs, with an estimated cost of approximately $31,000 for the shell structure only, before artwork or business listings. Updated materials would be provided online by the City Clerk.

Ms. Powers presented wayfinding sign concepts modeled after the Tarpon Springs Sponge Docks, which she cited as a comparable tourist area with a similar layout of shops, restaurants, and a boardwalk. She described two general options: generic directional signage, such as "Bakery this way" or "Brewery this way," and more business-specific signs that could be mounted on Duke Energy light poles using metal straps for easy removal and replacement. She proposed a two-year contract rotation to give multiple businesses an opportunity to participate, with businesses sharing the advertising cost.

Commissioner Tagliarini expressed support for business-specific directional signs but emphasized that the sign components must be replaceable, as businesses come and go. Ms. Powers confirmed that the pole-mounted signs were designed for easy removal and replacement.

Mayor Brooks offered context, explaining that discussions with merchants attending John's Pass meetings and other stakeholders, as well as with the City Manager, had led to the general understanding that the city, as the owner of John's Pass Park, would provide and fund the directory and wayfinding infrastructure just as a landlord would in any commercial development—while individual businesses would bear the cost of their own signage or listings on those signs.

Regarding the directory sign itself, Mayor Brooks referenced the existing wood-style directory near the bell tower, which she described as still in keeping with the village's character, and expressed a preference for a freestanding structure that maintains a similar aesthetic rather than signs mounted on existing light poles. Commissioner Tagliarini noted that the reference sign was described as a hand-drawn map style and raised the practical concern that, as businesses change, the map would need updating. Ms. Powers agreed, suggesting the map be reviewed annually at most, while individual tenant signage would be updated by the tenant at their cost.

The Commission acknowledged that the John's Pass merchants had provided both the sign design reference and the initial quote. Mayor Brooks noted that she had been researching the map component and was awaiting additional information to share with the City Manager.

Mayor Brooks opened the floor to public comment. There were no public comments.

E. Kitty Stuart Park Landscaping Plan

Public Works Director Megan and City Manager presented a draft landscaping site plan for Kitty Stuart Park, including a list of proposed Florida-friendly, drought-tolerant, and salt-tolerant plants. Director Wepfer clarified that this was a conceptual, non-finalized draft intended to solicit Commission and community input on the location and types of plantings.

The City Manager described the green areas on the plan as the available landscaping zones, noting that planting areas were limited. He invited the Commission's input on preferred plants.

A member of the public, Bill Karns of 401 150th Avenue, approached the podium to express that a primary concern among residents was the inclusion of palm trees.

Commissioner Tagliarini expressed support for including notable palm trees wherever the site can sustain them, while raising a concern about muhly grass, noting from personal experience that it rarely achieves the purple color shown in reference photos because temperatures in Madeira Beach are seldom cold enough to trigger that coloration. Director Wepfer confirmed that ornamental grasses pose ongoing maintenance and trash-collection challenges and are not preferred.

Director Wepfer explained that before Hurricane Helene, the park featured Christmas palms and agaves, and that the preferred approach going forward would be to use salt- and drought-tolerant species that require minimal or no irrigation. They flagged the presence of a highly invasive parasitic weed called "dodder," currently being controlled throughout the city, which is particularly attracted to beach sunflower and railroad vine. They cautioned that plant selection must account for this risk. Commissioner Tagliarini added that beach daisies are distinct from beach sunflowers and are extremely low-maintenance, thriving with no care. Director Wepfer confirmed that beach daisies should be added to the list, which was described as a starting point rather than a complete inventory.

Commissioner Dillon, who noted he visits the park nearly every weekend, raised specific concerns about the smallest landscape island near Caddy's, recommending it be left as-is given the heavy foot traffic that crosses it. She supported planting an agave or palm tree there, if anything were planted, given the lack of irrigation at that location. Director Wepfer confirmed that bottle palms and Christmas palms remain small, grow slowly, are self-pruning, and are drought- and salt-tolerant, making them strong candidates for constrained spaces.

Regarding the narrow strip along the right side of the property, Commissioner Tagliarini noted a row of podocarpus planted by the adjacent business directly on the property line, which will grow significantly into the city's buffer area over time. Director Wepfer confirmed the buffer is approximately three feet wide and cautioned that whatever is planted there must be easily maintained from the city's side.

Commissioner Ghovaee proposed adding a bench area near the walkway adjacent to the restroom to give families arriving at the beach a place to gather and organize before heading to the sand, noting the existing 5.4-foot walkway north of the restroom as a potential location. Director Wepfer confirmed that the ADA parking space could not be relocated without moving the existing restroom ramp, but that a bench could be placed along the identified walkway. Commissioner Ghovaee also suggested planting wax myrtle along the southern property line as a buffer with the residential neighbor to the south, describing the trees as intermediate-sized and well suited to a three-foot strip planted approximately ten feet on center. Director Wepfer expressed concern about size but deferred to Commissioner Ghovaee's expertise.

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Mayor Brooks asked whether coconut palms could be planted on the bay side, facing the seawall side of the park. Director Wepfer confirmed this was the intention modeled after Archibald Park and estimated that about five coconut palms could be placed along the seawall side. The Commission found the proposal appealing. Mayor Brooks also asked whether picnic tables could be placed on the beach side; Director Wepfer confirmed that, as long as they were not placed within an active dune and could be moved if necessary, they were permissible, noting that benches are already present along other beach areas.

Mayor Brooks suggested that all Commissioners visit the park before the next discussion to observe what the neighboring property has planted along the shared property line and to assess the size of the planting areas firsthand. Director Wepfer indicated that a finalized landscape plan would be brought back to the Commission at a future meeting.

Director Wepfer noted that the restroom production drawings were nearly finalized, with a structural engineering question to be resolved the following day. Once the drawings are approved, restroom fabrication can begin. Keystone can proceed with foundation construction before the restroom is delivered. Once the restroom is placed by crane, park completion, including sidewalk, site work, and landscaping, would take approximately 60 days. Landscaping and infrastructure will comply with FDOT sight-line triangle requirements.

Mayor Brooks opened the floor to public comment. There were no public comments.

5. CITY MANAGER

A. RFP #26-02 Holiday Decor

Ms. Powers presented two options for the city's annual holiday lighting program, noting that the solar option had been evaluated but deemed inadequate for the current year because the available solar product line included only bows and stars, which were insufficient to create a festive display. Staff had recommended proceeding with USA Voltage to repair and maintain the existing light poles and standard holiday lighting, at a cost of $50,512. Ms. Powers acknowledged she had been advocating for a solar transition for approximately three years and stated she would continue pushing vendors to expand their solar options.

Commissioner Tagliarini noted that a single-pole repair costs $275 and that Duke Energy, which previously performed repairs at no cost, had begun requiring a contract, with the overall cost significantly higher than USA Voltage's. Ms. Powers confirmed that an RFP had been conducted, and the only other responsive bid was over $100,000.

Mayor Brooks said she fully supported repairing the electrical on the poles, noting that inconsistent lighting, where one pole is lit and the next two are not, is one of the most frequent resident complaints during the holiday season. Commissioners Dillon and Tagliarini expressed support.

Mayor Brooks opened the floor to public comment. There were no public comments.

6. COMMUNITY DEVELOPMENT

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A. Hurricane Relief Use of Properties for Parking

Community Development Director Marci Forbes presented a preliminary concept that would allow property owners along Gulf Boulevard affected by the hurricane to use vacant or cleared lots for temporary standalone parking while they determine their redevelopment plans. The current code does not permit standalone parking in those areas. Multiple property owners have requested the ability to generate income from their properties in the interim. The item is in the early stages and would be returned for further workshopping before any ordinance is drafted.

Senior Planner Kathryn Younkin shared lessons learned from a similar program in the municipality where she previously worked. Temporary parking lots approved for one year have remained in place for five years because overlapping states of emergency, triggered by successive hurricanes, have extended their use. She cautioned that "once it's built in there and operating, controlling that when their time is up, being able to get them not to be in code enforcement because they're continuing to use the property beyond their allowed time" is a genuine challenge. Rather than a one-year time limit tied to a state of emergency, the ordinance could specify a fixed calendar date by which all temporary lots must cease operation. Some temporary lots in the prior city became nuisance properties. Any ordinance must include clear, enforceable operational standards, including hours of operation. The Commission would need to decide whether approvals would go to the Planning Commission, the Board of Commissioners, or through an administrative process. The minimum ADA requirement typically requires one paved space and a paved path to the right-of-way.

Mayor Brooks opened the floor to public comment.

Mike Wyckoff of 14225 Gulf Boulevard identified himself as an affected property owner who demolished his building due to hurricane damage. He expressed appreciation for the consideration and urged the Commission to go a step further by reviewing C-3 and possibly R-3 zoning to permit parking as a special exception use. He outlined several specific recommendations: allowing stabilized, non-paved surfaces, noting that the city's code requires a stabilized surface, not necessarily full paving; reducing the required drive aisle width from 24 feet to 22 feet to allow 90-degree parking on standard 40-foot-wide lots; creating an administrative approval process for lots meeting all adopted standards; and adopting an interim ordinance effective until the comprehensive code update is complete.

Bill Karns of 401 150th Avenue asked that additional areas beyond Gulf Boulevard be considered, specifically 150th Avenue and Johns Pass. He noted that he currently operates a parking lot in Johns Pass, for which he is being fined $7,500 per month while awaiting the development of a hotel the Commission previously approved.

Bob Bellow of 13301 Gulf Boulevard submitted materials to the Commission and advocated a practical formalization process for parking lots along Gulf Boulevard. He cited substantial visitor parking demand and noted that a centralized parking garage would not address the distributed need across the many beach access points along Gulf Boulevard. He provided maps showing beach access points, existing city and county lots, and currently informal private parking areas. He

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supported allowing gravel or stabilized aggregate surfaces, narrowing the two-way drive aisle requirement for qualifying configurations, and establishing an efficient administrative approval process.

Marcus Winters, 830 Capri Boulevard, Treasure Island and owner of Caddy's local restaurant, expressed support for the concept but recommended a clear time limit and suggested that the ordinance prohibit food trucks from operating in temporary parking lots to protect brick-and-mortar restaurants.

Jeff Beggins of 439 Boca Ciega Drive raised concerns about a future parking shortage in John's Pass that will arise once the approved hotel project displaces the existing parking lot, suggesting that lots on Pelican Lane be used as overflow parking for the area.

Stephanie Berry, a business owner at 205 Boardwalk Place in John's Pass, asked that the ordinance include some regulation of parking rates to prevent the perception of Madeira Beach as an expensive destination from being further reinforced.

Vice Mayor McGeehan asked staff what they considered the primary benefits of allowing temporary parking, beyond what residents and business owners had already articulated. Ms. Younkin responded that providing temporary relief to hurricane-affected property owners makes sense given the prevalence of empty lots, and that offering owners an income-generating option may encourage the demolition of still-standing but severely damaged structures along Gulf Boulevard. The Vice Mayor agreed that this would improve the corridor's appearance.

Director Forbes clarified that the city's code already permits stabilized surfaces for parking, not just pavement, though this had long been interpreted as requiring paving. She confirmed that shell and other materials are permissible for parking areas, except in ADA-designated spaces, which must be paved or concreted. She noted that shell parking areas would not count toward the impervious surface ratio.

Commissioner Dillon expressed conditional support, emphasizing that temporary parking lot pricing should be comparable to city parking fees, that a Business Tax Receipt would be required, that a tight time-frame guideline must be established, and that no business activities, such as food trucks, should be permitted on these lots. He noted he had initially opposed the proposal but shifted to support after further research confirmed that the city itself operates some non-conforming, non-paved lots. He supported a special exception process for the 22-foot drive aisle and 18-foot stall configuration to allow 40-foot-wide properties to function.

Commissioner Tagliarini expressed support for a 2- to 3-year term, with a review at the end of the term.

Commissioner Ghovaee also expressed support, suggesting a limit on the number of cars that could be parked per property, and confirmed that ADA spaces would require a hardened surface, with the required quantity determined by the adopted ADA chart based on the total space count.

Commissioner Ghovaee and the City Attorney discussed compact space requirements. The City Attorney noted that a temporary parking ordinance could include provisions not currently in the code, such as adjusted space dimensions, no landscaping requirements, and permeable surfaces, because it would be a standalone regulatory framework.

Mayor Brooks expressed strong support for moving forward, noting that nearly two years have passed since the hurricanes and that some properties still have severely damaged buildings. She would like a provision in the ordinance explicitly prohibiting food trucks from operating in temporary parking lots, consistent with public comments. She asked the City Attorney to research whether parking pricing can be regulated and expressed interest in tying any price cap to the city's fee schedule. She supported a two-year initial approval period but cautioned against automatic extensions tied to states of emergency, recommending that any renewal beyond two years be tied to specific criteria. She asked staff to bring a draft back at the next workshop, within approximately 30 days, acknowledging the tight timeline while emphasizing the urgency of the matter.

The Commission directed staff to draft an ordinance applicable to C-3 and R-3 zoned properties along Gulf Boulevard and John's Pass, excluding R-1 or R-2 residential zones, that allows stabilized non-paved surfaces, a reduced drive aisle, a BTR requirement, and prohibits food trucks, with a defined temporary period and conditions for renewal, and to return to the next workshop with a preliminary draft.

B. RFQ for Ordinance Updates

Director Forbes introduced this item, explaining that the city's land development code is significantly outdated, having last been comprehensively reorganized in 1983, and that subsequent piecemeal amendments have created conflicts, redundancies, and fragmentation across chapters. She described how a single topic may be governed by provisions spread across multiple sections, making it time-consuming and difficult for staff to explain requirements to property owners and for the permitting process to function efficiently. She also noted that AI-assisted permitting tools are becoming more prevalent, but their value depends on the quality of the underlying code.

Ms. Younkin elaborated, noting that regulations for a single issue, such as the minimum number of townhomes, can appear across multiple chapters, creating conflicting requirements. The RFQ seeks to hire a consultant to consolidate, reorganize, and de-conflict the existing code without making substantive changes to height, density, or other "third rail" issues. Those substantive changes would be addressed separately with significant community engagement. She estimated the process would take about six to eight months once a consultant is engaged.

Director Forbes noted that the city remains under Senate Bill 180, which prohibits making land development regulations more restrictive until next fall. By starting this process now, the city could have the cleaned-up code ready for adoption when it exits that restriction.

Mayor Brooks asked whether this could qualify for grant funding. Director Forbes confirmed she had seen small grant opportunities that may be applicable to this type of project and would investigate. The city's ongoing vulnerability assessment work may allow some code-related items to be captured under that grant process.

Commissioner Dillon expressed enthusiasm, noting that some code provisions date to 1987 and that bringing outdated items to the Commission incrementally, chapter by chapter, would allow a smoother, faster process. Ms. Younkin confirmed that this was exactly how a similar project was handled in Treasure Island, where chapters were workshopped one at a time, even though adoption had to occur collectively because provisions were being moved between chapters.

Commissioner Ghovaee confirmed the project is budgeted and requested assurance that the budget estimate is accurate. Director Forbes expressed confidence in the budget allocation. She described the process as issuing an RFQ, selecting a qualified firm, and then entering cost negotiations with the city, with the option to move to the next most qualified firm if pricing is unacceptable.

Commissioner Tagliarini and Commissioner Ghovaee both expressed support. Staff confirmed that the Commission would review items in smaller, digestible segments throughout the process rather than waiting for a single comprehensive final product.

Mayor Brooks opened the floor to public comments. There were no public comments.

7. FINANCE

A. Ordinance 2026-08 Fees and Collection Procedure Manual – FY 2026

Finance Director Consultant Andrew Laflin first addressed a scheduling matter for the TRIM budget hearing calendar. He explained that the second budget hearing, previously tentatively scheduled for September 23, could be moved to Friday, September 18, by advertising on Wednesday, September 16, thereby avoiding a more expensive Sunday ad. The Commission confirmed availability, and Vice Mayor McGeehan noted a preference. The City Attorney confirmed a minor scheduling conflict but indicated he would arrange coverage. The meeting was tentatively moved to September 18 at 5:05 p.m.

Mr. Laflin then walked through the proposed fee changes for Ordinance 2026-08, organized by department, and described the items included in the published packet as well as additional proposals raised since the packet was finalized.

Parking Fees: New line items were added to the fee schedule: a $60 parking violation, a $250 parking violation, and a $250 fire lane violation. Wording changes clarified overnight versus 24-hour parking session terminology, with a rate of $96 for a 24-hour period. A new parking prohibition area was added.

A substantial discussion arose about a proposed $250 fine for back-in (reverse) parking. Parking Enforcement Supervisor Jamal Yahia explained that back-in parking had long been part of the ordinance, though signage had not consistently been in place. He cited safety concerns about trucks backing over sidewalks and the future utility of an Automated License Plate Reader (ALPR) system as reasons to add a specific fine. Commissioner Dillon and Commissioner Ghovaee expressed opposition, noting that modern trucks with backup cameras make backing in safer than pulling in nose-first, and that backing in is the recommended safe practice in many contexts. Mayor

Brooks agreed, stating she personally backs in or pulls through whenever possible, and that she is not aware of any specific problem the prohibition would solve. She also stated she is not in favor of the ALPR technology, noting she has spoken with multiple municipalities that have used it and found the cost does not justify the benefit. The Commission reached consensus to remove the back-in parking violation from the fee schedule, limiting any restriction to specific problematic locations, such as angled parking stalls, if needed. Mr. Yahia confirmed the prohibition can be isolated to specific lots.

Stormwater Fees: The EDU rate will increase from $10 to $20 per month, billed bimonthly, resulting in a $40 charge on utility bills. Mr. Laflin proposed simplifying the rate structure for multi-dwelling and non-residential commercial properties by charging $20 per dwelling unit for residential and $20 per storefront for commercial, eliminating the complex calculation previously coordinated with Pinellas County Utilities. Vacant parcels would be charged the single-dwelling-unit rate of $20. Commissioner Ghovaee asked whether the presence of a retention pond affects the rate; Mr. Laflin confirmed that it does not factor into the current calculation.

Fire Fees: An updated schedule was presented with more detail distinguishing between low- and high-hazard fire and life safety inspection fees.

Marina Fees: Changes were proposed to transient wet slip daily and weekly rates, boat lift fees, and boat ramp launch fees, described as keeping the city in line with other municipal marinas while remaining below commercial marina rates.

Recreation Fees: Mr. Laflin presented proposed increases not yet reflected in the packet, which will be incorporated into the first reading in August. After-school program fees would increase from $9 (resident) and $12 (non-resident) to $10 and $14, respectively. Summer camp session rates would increase from $500 to $625 per session (resident) and from $625 to $750 (non-resident), with full summer rates rising from $1,000 to $1,250 (resident) and $1,250 to $1,500 (non-resident). Recreation Leader III Max Michalski noted that a per-week summer camp option is rarely used and therefore was not included in the schedule. Mayor Brooks asked when recreation fees were last increased; a 2016 ordinance was cited, indicating approximately ten years without adjustment.
Room and pavilion rental rates were proposed to increase by $25 per category across both weekday and weekend pricing tiers. The sand volleyball court rental was proposed for removal from the fee schedule because the volleyball courts at Archibald Park were removed before Hurricane Helene as part of a Pinellas County dune restoration project and had not been properly permitted by FDEP for their seaward location. Mayor Brooks directed staff to pursue FDEP permitting to reinstall the courts, noting that similar courts exist at Clearwater Beach and that, when available, they are used. Staff indicated they would begin that process.

Splash pad rental fees were proposed to double, from $100 to $200 for residents and from $150 to $300 for non-residents, for a two-hour rental. The splash pad, along with tables, chairs, and the patio option, was proposed for removal. Athletic field hourly rental rates would increase by $5 across all resident and non-resident categories.

Commissioner Ghovaee asked about event insurance requirements for facility rentals. Recreation Leader III Max Michalski confirmed that when alcohol is served, renters must obtain an event insurance policy and name the city as an additional insured.

Community Development Fees: Director Forbes noted that staff is still working through the requirements of a relevant House Bill on calculating permit and plan review fees, and that those will be included in a subsequent update. She also described plans to add a line item for repeat code enforcement offenders, an escalating fine structure for stop-work order violations, and explicit fines for illicit discharge. She acknowledged being somewhat behind due to the House Bill's complexity.

City Attorney Trask noted that the city already has a statutory provision allowing fines of up to $250 per day and cautioned against setting a fixed fine in the code that is lower than that maximum, which would be a disservice to the city. He recommended against eliminating the courtesy notice process in all situations, advising that code enforcement officers retain discretion, particularly when a courtesy notice may produce voluntary compliance and avoid the cost of certified mailings and staff time. For irreversible violations, such as the removal of a grand oak tree or an illicit discharge, the process can and should move directly to a notice of violation. He confirmed that the city cannot charge magistrate fees under state law.

Commissioner Dillon raised a broader concern that Special Magistrate hearings consume significant staff and legal resources without any direct fee recovery. The City Attorney clarified that although magistrate fees cannot be charged, the city can and should factor in staff, attorney, and special magistrate time when making recommendations on fine-reduction requests that come before the Commission.

The City Attorney noted that the city has collected between $250,000 and $283,000 in code enforcement fines in recent months, and that a separate case yielded approximately $75,000, indicating that significant revenue is being captured. He acknowledged that some fines remain uncollectible because the properties are homesteaded.

Mr. Laflin confirmed that, subject to Commission comfort, the verbally presented recreation fee increases and the forthcoming community development fee additions would be incorporated into the first reading of Ordinance 2026-08 in August, with a second reading and an effective date targeted for early October.

Mayor Brooks opened the floor to public comment. There were no public comments.

The Commission indicated support for proceeding, with Commissioner Dillon's noted preference to remove the back-in parking violation, which was accepted by the group.

B. Amendment to Consultant Agreement – Finance Director Services

The City Manager introduced this item, explaining that the Finance Director's consultant agreement is renewed annually. The proposed third amendment extends the arrangement through FY 2027 at a fixed monthly fee of $8,800, a 2.3 percent increase from the current $8,600 per

month. He noted that the first amendment covered FY 2024, the second covered FY 2025, and the third would cover FY 2027.

Mayor Brooks opened the floor to public comment. There were no public comments.

All Commissioners expressed no objection to the increase and indicated support for approval.

8. PUBLIC WORKS

A. Amendment to RFP No. 26-05 – Marina Seawall Replacement #2 to Include 129th Avenue (Area 5) seawall Replacement

Director Wepfer presented an amendment to the Spieler contract approved under RFP No. 26-05. She explained that the 129th Avenue seawall was not included in the original bid scope. A quote was obtained from Keystone through the Area 5 Duncan Drive project piggyback, but it significantly exceeded Spieler's pricing. They then requested that Spieler provide a proposal using the unit pricing from the existing RFP, and the City Attorney reviewed and approved the approach. Commissioner Dillon noted that the cost is high but acknowledged it is lower than the alternative. The Commission expressed support for proceeding.

Mayor Brooks opened the floor to public comment. There were no public comments.

B. ITB #26-04 Stormwater Backflow Prevention Project

Director Wepfer presented the results of the bidding process for the Stormwater Backflow Prevention Project, funded by a $100,000 FDEP grant and a $100,000 city match, for a total project budget of approximately $200,000. Six submittals were received, with bids ranging from the lowest, slightly above the estimated project cost including contingency, to nearly $400,000. The project involves installing backflow prevention valves at 13 locations across the island, with valve sizes ranging from 12 inches to 36 inches. The remaining bidders were either non-responsive or failed to meet submittal requirements. The recommended low bidder is new to the city but is highly recommended by the city's waste operations representative, who has worked with the contractor at multiple other locations. The second-lowest bidder was approximately $30,000 higher. The contractor will first perform a site inspection to confirm pipe sizes before ordering valves, making the contractor responsible for proper fit.

Director Wepfer described the valve design as a cone-shaped device similar to those installed in the Boca Ciega neighborhood in 2017, which have performed well. Thirteen locations include Harbor Drive, Bay Point, 140th Avenue, North Bayshore, and others. She confirmed that quarterly maintenance cleaning is performed on all valves.

Commissioner Ghovaee asked about the valve location at the intersection of South Bayshore and Island Drive. Director Wepfer confirmed that a valve would be placed at the outfall near that intersection and that an additional valve would be placed on Island Drive. Commissioner Dillon asked about a 30-inch valve on Island Drive, which Director Wepfer confirmed, given the size of that pipe.

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Commissioner Ghovaee expressed reservations about flapper-style valves, noting they could impede drainage during combined high-tide and rain events, and stated he would not vote in favor. Director Wepfer clarified that these are cone-shaped rather than traditional flapper valves and that the 2017 Boca Ciega installation has not experienced significant barnacle growth due to this design. The valves prevent tidal intrusion into streets but can reduce drainage outflow capacity during concurrent rain and high-tide events.

Commissioner Tagliarini asked whether any alternative approach exists. Director Wepfer confirmed that there is no practical alternative to the existing roadway system and pipe infrastructure. Commissioner Dillon noted that the valves are the only available tool given the existing conditions on a barrier island below sea level. Director Wepfer emphasized that resident education on keeping storm drain inlets free of landscaping debris is critical to ensuring the valves function properly.

Mayor Brooks opened the floor to public comment. There was no public comment.

C. Disaster Debris Management Participation Agreement with DRC

Director Wepfer explained that the Commission had previously approved an interlocal agreement with Pinellas County, which had updated its debris management agreement with DRC to reflect cost increases. This item authorizes the city to piggyback on that updated agreement to ensure the continued availability of debris contractors. The city's existing agreements under the prior agreement remain valid through approximately 2028, and this action is proactive due diligence.

Mayor Brooks opened the floor to public comment. There was no public comment.

9. RESPOND TO PUBLIC COMMENTS/QUESTIONS

There were no public comments requiring a response.

10. ADJOURNMENT

Prior to adjournment, the City Manager invited Recreation Leader III Max Michalski to provide an unagendized update on the upcoming Burger Week.

Mr. Michalski reported that Burger Week is scheduled for August 21–30, with 18 restaurants participating. A kickoff event, "Village Friday," will be held on Friday, August 21, from 6:00 p.m. to 9:00 p.m. in John’s Pass and will feature live music. He invited the Commission to join him onstage during the event to officially kick off Burger Week. The Commission confirmed availability after a strategic planning session that day, which ended at 4:00 p.m.

Additional events announced include "Burger with the Board" on Wednesday, August 26, from noon to 2:00 p.m. at the Cambria Hotel, an informal community engagement event modeled after Conversations with the Mayor, where Commissioners may serve burgers at tables. A ticketed "Burger Bus" event was also announced, featuring an ADA-accessible bus tour of multiple

participating restaurants with samples at each stop, with a potential second night if the first sold out. Marketing efforts include collaboration with the Pinellas Suncoast Chamber of Commerce, email outreach to prior participants, and support from Visit Saint Pete Clearwater.

Commissioner Tagliarini confirmed that the November meetings, originally rescheduled from Wednesday to Tuesday due to Veterans Day, would need to be re-examined. After discussion among Commissioners and staff, the Commission agreed to the following modifications to the November and December meeting calendar: the November meeting will be held on Wednesday, November 18, at 2:00 p.m. as a regular meeting only, with no workshop; the December meeting will be held as a workshop only, with no regular meeting; and January 2027 will begin with a regular meeting based on the December workshop. The City Clerk confirmed she would update the official meeting calendar and present it at the next meeting for confirmation.
Mayor Brooks adjourned the meeting at 6:26 p.m.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, FCPC, MSM, City Clerk

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Memorandum

Meeting Details: August 12, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: ITB# 26-04 Stormwater Backflow Prevention Project

Background

The City of Madeira Beach continues to experience roadway flooding during king tides, storm surge events, and heavy rainfall due to tidal backflow entering the City's stormwater drainage system. As a barrier island community with low roadway elevations, many of the City's outfalls become hydraulically connected to Boca Ciega Bay and the Intracoastal Waterway during elevated tides, allowing saltwater to flow back through the stormwater system and reduce drainage capacity.

To address these recurring flooding concerns, the City developed the Stormwater Backflow Prevention Project to install inline WaStop backflow prevention valves at critical stormwater outfalls throughout the City. These valves are designed to prevent tidal waters from entering the stormwater system.

The project was competitively bid through ITB No. 26-04 and includes two phases:

Phase 1 – Project Assessment

- Field verification of each outfall location
- Confirmation of pipe sizes and dimensions
- Verification of installation requirements
- Identification of any unforeseen utility conflicts or construction issues

Phase 2 – Construction

- Furnish all labor, equipment, and materials
- Purchase and install WaStop inline check valves
- Restore all disturbed areas
- Final testing and acceptance

The project includes installation at thirteen (13) stormwater outfall locations ranging from 12-inch to 30-inch diameter pipes located throughout Madeira Beach.

The City has been awarded a Florida Department of Environmental Protection (FDEP) Resilient Florida Grant for this project.

- Grant Award: $100,000
- Grant Match Requirement: 50% local match
- Grant funding will significantly offset the City's construction costs while improving resilience against tidal flooding and sea level rise.

This project represents an important investment in protecting public infrastructure, improving roadway drainage, and reducing nuisance flooding throughout the City.

BID RESULTS

Five responsive bids were received for ITB No. 26-04.

Most responsive responsible contractor recommendation: Ramball Engineering and Construction, LLC

The contractor submitted pricing for:

- Project Assessment Task 1: $18,000.00
- Construction Task 2 (labor and materials): $169,828.00
- Total Base Bid: $187,828.00
- 10% Contingency: $18,782.80
- Total Recommended Authorization: $206,610.80

Ramball Engineering and Construction holds current Florida Underground Utility and Building Contractor licenses and submitted the required insurance documentation, contractor qualifications, and bid certifications with its proposal.

CONTRACTOR EXPERIENCE

The contractor demonstrated experience installing inline tidal backflow prevention valves on similar municipal and private coastal drainage systems.

References included projects for:

- City of Belleair Beach
- Polynesian Gardens of Siesta Key

- Bermuda House Condominium Association

Each reference involved installation of tidal backflow prevention valves and associated drainage system improvements.

The proposed construction contract includes several provisions that protect the City's interests, including:

- Performance and Payment Bond requirements.
- 5% retainage until final completion.
- Final inspection and acceptance prior to final payment.
- Liquidated damages of $1,000 per day for failure to complete the project within the contractual schedule.
- Compliance with Florida public records requirements and all applicable state procurement laws.

Fiscal Impact

A $100,000 grant has been awarded by FDEP with a 50% Match. The Stormwater fund will fund this project and request 50% reimbursement during the grant closeout.

Recommendation(s)

Staff recommends the Board authorize the award of ITB No. 26-04 to Ramball Engineering and Construction, LLC in the amount of $187,828.00, authorize the standard 10% construction contingency of $18,782.80, for a total project authorization of $206,610.80.

Attachments

- Ramball Engineering Bid Submittal / Contract
- ITB 26-04

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

For US Mail

SEALED BID

Submitted by: Company Name: Ramball Engineering and Construction LLC
Address: 326 NW 5th Street
City, State, Zip: Cape Coral, FL 33993
ITB # 26-04
Due Date: 09/10/2026

City of Madeira Beach
Attn: **Public Works Department**
300 Municipal Drive
Madeira Beach FL 33708

For US Mail

_For Hand Deliveries, FEDEX, UPS or Other Courier Services _ **SEALED BID**

Submitted by: Company Name: Ramball Engineering and Construction LLC
Address: 326 NW 5th Street
City, State, Zip: Cape Coral, FL 33993
ITB # 26-04
Due Date: 09/10/2026

City of Madeira Beach
Attn: **Public Works Department**
300 Municipal Drive
Madeira Beach FL 33708

For Hand Deliveries, FEDEX, UPS or Other Courier Services

ATTACHMENT "A"

BID SUBMISSION

1. **BID SUBMISSION.** One (1) electronic USB in PDF format, there is no need for paper copies. Electronic submissions are preferred via demandstar. If demandstar is not available electronic copies may be delivered to City Hall with provided label to 300 Municipal Dr. Madeira Beach, FL 33708.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.

   - Submit online Via Demandstar unless otherwise requested
   - Bid pricing form
   - Exceptions/Additional Materials/Addenda form/ Subcontractor Disclosure Form
   - Vendor Information form
   - Sub Contractor Information Form
   - Reference Form
   - Scrutinized Companies form(s) as required
   - Offer Certification form
   - Attachment "A" (Performance & Payment Bond),
   - Attachment "B" (Contract & Bid Bond), **signed** & notarized

   W-9 Form to be provided by Bidder (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach all labor and materials for the Madeira Beach Stormwater Backflow Prevention project (ITB #26-04), in accordance with the Detailed Specifications and Scope of Work of this solicitation, at the price(s) stated in **Exhibit A – Bid Pricing**.

Exhibit A – Bid Pricing Note: The City requires a 10% contingency amount, in addition to the contract amount, for any incidentals.

Task 1: Project Assessment

Task 2: Labor and Materials for installation of all valves total as listed in the sheet below.

Task 1	
Description	**Total**
Assessment Whole Project Area	$18,000.00

Task 2			
Location	**Lat/Long**	**Pipe size**	**Total**
2nd St & 154th	27.805536, -82.803700	30'	$22,421.00
15336 / 15337 Harbor Dr	27.807686, -82.801064	15'	$9,550.00
142nd & N Bayshore	27.797316, -82.793810	24'	$15,800.00
141st Stormwater station	27.796525, -82.792827	24'	$15,800.00
140th & S Bayshore	27.794569, -82.789686	24'	$15,800.00
14087 / 14089 N Bayshore	27.796581, -82.792212	12'	$6,221.50
913/915 Bay Point	27.802828, -82.783651	12'	$6,221.50
876 / Street End	27.802546, -82.785384	12'	$6,221.50
803/805 Bay Point	27.801970, -82.790375	12'	$6,221.50
817/819 Bay Point	27.802076, -82.789078	15'	$9,550.00
708/710 Pruitt	27.797704, -82.786149	24'	$15,800.00
Island Dr outfall	27.794975, -82.786945	30	$24,421.00
113 140th	27.794460, -82.792288	24'	$15,800.00
Task 2 Bid Total			$169,828.00
Total Task 1 & 2			$187,828.00
10% Contingency			$18,782.80
TOTAL BID COST			$206,610.80

PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor's invoices must be submitted to the City's project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City's receipt of same unless Board of

Commissioners' approval is required. Any portion of an invoice covering Work or materials which are disputed by invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until the whole project is completed and a final walk through is competed; Work is completed; the Work sites are restored to "as good or better" conditions; and, the Work has been inspected and accepted by the City's construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount will be withheld.

Vendor: Ramball Engineering and Construction LLC Date: 07/08/2026

ADDITIONAL MATERIALS/ADDENDA

Additional Materials submitted (mark one):

✓ No additional materials have been included with this bid

_____ Additional Materials attached (describe--attach additional pages if needed)

Addenda Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at http://www.madeirabeachfl.gov prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt
Addendum #1	ARB

Vendor Name Ramball Engineering and Construction LLC Date: 07/08/2026

VENDOR INFORMATION

Company Legal / Corporate Name: Ramball Engineering and Construction LLC

Doing Business as (if different than above): _____

Address: 326 NW 5th Street

City: Cape Coral State: Florida Zip: 33993

Phone: 786-400-8691 Fax: _____

Email address: bids.ramball@gmail.com Website: www.ramballconstruction.com

State License#: CUC-1226380 / CBC-1268295 PCCLB License #: _____

DUNS #: _____

Remit to address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from address (if different from above):

Address: _____

City: _____ State: ____ Zip: _____

Contact for Questions about this bid:

Name: Alberto Ramos Fax: _____

Phone: 786-400-8691 E-Mail Address: albert.ramball@gmail.com

Day-to-Day Project Contact (if awarded):

Name: Alberto Ramos Fax: _____

Phone: 786-400-8691 E-Mail Address: albert.ramball@gmail.com

_____ Certified Small Business Certifying Agency: _____

_____ Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: _____

_____

SUBCONTRACTOR INFORMATION FORM

Project Name: ITB #26-04 Madeira Beach Stormwater Backflow Prevention
Prime Contractor: Ramball Engineering and Construction LLC
Prime Contractor License #: CUC-1226380 / CBC-1268295

1. Subcontractor Company Information

Company Name: N/A
Doing Business As (DBA): _____
Business Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____
Primary Contact Person: _____

2. License & Registration Information

Florida State License #: _____
License Classification: _____
License Expiration Date: _____
Pinellas County License (if applicable): _____

☐ **Copy of License Attached**
☐ **Certificate of Insurance Attached**
☐ **Workers' Compensation Certificate Attached**

3. Scope of Work to be Performed

Describe the portion of work this subcontractor will perform:

_____
_____
_____

Estimated Contract Value of Subcontract: $_____

4. Insurance Information

General Liability Carrier: _____
Policy #: _____
Coverage Limits: $_____
Workers' Compensation Carrier: _____
Policy #: _____
Automobile Liability Carrier: _____
Policy #: _____

☐ City of Madeira Beach listed as Additional Insured
☐ Certificate Holder address matches project requirements

5. Compliance Certifications

The subcontractor certifies the following:

☐ Not debarred or suspended from public work
☐ Complies with E-Verify requirements
☐ Complies with all OSHA safety standards
☐ Will obtain required permits prior to commencing work
☐ Will comply with City noise, work hours, and right-of-way regulations

6. Authorized Signatures

Subcontractor Authorized Representative

Name: N/A
Title: _____
Signature: _____
Date: _____

Prime Contractor Acknowledgment

The Prime Contractor acknowledges responsibility for supervision and performance of this subcontractor.

Name: Alberto Ramos
Title: President
Signature: _____
Date: 07/08/2026

REFERENCE FORM

Please include a list of **three (3)** references for like projects**.**

1. Name of Business / Entity: City of Belleair Beach
Contact Person Name: Kyle Riefler / City Manager Phone: 727-631-7322
Email: kyle.riefler@cityofbelleairbeach.com Project Cost: $6810.00
Project Completion Date: 01/05/2026 Brief Project Description:
Stormwater prevention Wapro backflow valve installation.
Installation of WAPRO inline tidal backflow prevention valves,
including pipe assessment, field measurements, installation, and restoration.

2. Name of Business / Entity: Polynesian Association, Inc. / Polynesian Gardens of Siesta Key
Contact Person Name: Marc Cochrane / President Phone: 773-802-1471
Email: mcochrane7@gmail.com Project Cost: $64185.00
Project Completion Date: 08/18/2025 Brief Project Description:
Stormwater prevention Wapro backflow valve installation. Drainage system CCTV
Existing condition report. Drainage system jet cleaning
Installation of WAPRO inline tidal backflow prevention valves, including pipe assessment, field measurements, installation, and restoration.

3. Name of Business / Entity: The Bermuda House Condo Association
Contact Person Name: Vincent Pavlovsky / President Phone: 954-395-4790
Email: vjpavlovsky723@gmail.com Project Cost: $6221.00
Project Completion Date: 06/23/2026 Brief Project Description:
Stormwater prevention Wapro backflow valve installation.
Installation of WAPRO inline tidal backflow prevention valves,
including pipe assessment, field measurements, installation, and restoration.

SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after *any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott* of Israel.

Authorized Signature

Alberto Ramos
Printed Name

President
Title

Ramball Engineering & Construction LLC
Name of Entity/Corporation

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on, this 08th day of July, 2026, by Alberto Ramos (name of person whose signature is being notarized) as the President (title) of Ramball Engineering and Construction, LLC (name of corporation/entity), personally known X, or produced (type of identification) as identification, and who did/did not take an oath.

State of Florida

Notary Public

Maria Carla Albalate Niebla
Printed Name

My Commission Expires: 6/28/2030
NOTARY SEAL ABOVE

Notary Public State of Florida
Maria Carla Albalate Niebla
My Commission HH 818533
Expires 6/28/2030

OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Madeira Beach.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in *response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena,* or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
j) It is current in all obligations due to the City.
k) It will accept such terms and conditions in a resulting contract if awarded by the City.
l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: Ramball Engineering and Construction LLC

Signature: _____

Printed Name: Alberto Ramos

Title: President

Date: 07/08/2026

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

Bond No._____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to The City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, FL 33708, 727-391-9951, in the sum of $_____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated _____, 20___, between Principal and Owner, which contract was awarded pursuant to ITB #26-04, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contact; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

The project to be performed under the contract is the build-out of the downstairs office suite at the City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 20____.

_____ (Name of Principal)

_____ (Name of Surety)

See Bond letter. Bond will be issued once contract is fully executed and prior to commencement of work.

By: _____
As Attorney in Fact for Surety

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

Nationwide®
is on your side

July 8, 2026

RE: Ramball Engineering and Construction LLC

To Whom It May Concern:

Nationwide Mutual Insurance Company currently has the pleasure of providing bonds for Ramball Engineering and Construction LLC. They are a valued surety client and our experience with the company has been most satisfactory. We find their financial strength, technical expertise and proven ability to perform quality work very deserving of our surety support. Nationwide Mutual Insurance Company is willing to consider single projects up to $500,000 with an aggregate limit in the $500,000 range of which all is presently unencumbered. These are not maximums, but rather a facility that encompasses most of their routine needs. Greater amounts of surety credit are available upon request.

We feel Ramball Engineering and Construction LLC is deserving of your full confidence, and it is without hesitation that we recommend this fine contractor.

Below is Nationwide's detail from the list of approved sureties of the United States Department of the Treasury.

Nationwide Mutual Insurance Company (NAIC #23787)
BUSINESS ADDRESS: ONE WEST NATIONWIDE BLVD.,FRAP SOLUTIONS, COLUMBUS, OH 43215 - 2220. PHONE: (614) 249-7111 x-2. UNDERWRITING LIMITATION b/: $1,343,223,000. SURETY LICENSES c,f/: AL, AK, AZ, AR, CA, CO, CT, DE, DC, FL, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, MO, MT, NE, NV, NH, NJ, NM, NY, NC, ND, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VT, VA, VI, WA, WV, WI, WY. INCORPORATED IN: Ohio.

This letter is not an assumption of liability, nor is it a bid bond or a performance bond. It is issued only as a bonding reference requested from us by our client. Nationwide Mutual Insurance Company is currently rated A (Excellent) by A.M. Best.

Sincerely,
Nationwide Mutual Insurance Company

Natalie Meyer
Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
BARBARA A LEEPER; CHERI L RITZ; GIAVONNA D TAVELLA; GRACIE O LOWDEN; JOSHUA RESTAURI; KAILEE M TOPKA; LAUREN L HOFF; LINDSAY MEYER; MADELINE P RECKTENWALD; MATTHEW M EPERESI; NATALIE MEYER; NATASHA KERR; PAMELA M ANDERSON; PATTI K LINDSEY; WENDY A BRIGHT; WILLIAM M CHAPMAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

NATIONWIDE MUTUAL INSURANCE COMPANY SEAL SURETY USE ONLY COLUMBUS, OH

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Kam
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 8th day of July, 2026.

Assistant Secretary

BDJ 1(10-25)00

ATTACHMENT "B" CONTRACT

This **CONTRACT** made and entered into this ____ day of_____, 20___ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and Ramball Engineering , of the City of Cape Coral , County of Lee County , and State of Florida, hereinafter designated as the Contractor".

WITNESSETH:

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

PROJECT NAME: Madeira Beach Stormwater Backflow prevention

PROJECT # ITB No 26-04

in the amount of $ 206,610.80

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID,** and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS,
STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS
CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid

provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non- discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractors own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statues (2025), specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

City of Madeira Beach:

Attest:

By: _____
Mayor: Anne-Marie Brooks

By: _____
City Clerk: Clara Vanblargan

{Insert Name of Contractor}

By: Ramball Engineering and Construction LLC

Print Name: Alberto Ramos

Title: President

CONTRACT

Exhibit A – CONTRACTOR BID RESPONSE

Exhibit B – CITY INVITATION TO BID

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

CITY OF MADEIRA BEACH

By: (SEAL) City Manager

Attest:

Countersigned:

City Clerk: Clara Vanblargan

By:_____
Mayor: Anne-Marie Brooks

Approved as to form:

City Attorney: Thomas J. Trask

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

Ramball Engineering and Construction LLC

CONTRACTOR

By: Alberto Ramos / President

(SEAL)

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

(CORPORATION FORM)

STATE OF FLORIDA

COUNTY OF _____

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being duly sworn, deposes and says:

That they are the _____ (TITLE) of _____ , a Florida Corporation, with its principal place of business located at _____ (herein, the "Contractor").

That the Contractor was the General Contractor under a contract executed on the _____ day of _____, 20 with the **CITY OF MADEIRA BEACH, FLORIDA,** a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

PROJECT NAME: Madeira Beach Stormwater Backflow prevention

CITY PROJECT # ITB No. 26-04

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material tradesmen in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That Contractor is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of_____ (final full amount of contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

_____
AFFIANT

This _____ day of _____ , 20 _____

By: _____

_____
NOTARY PUBLIC

My Commission Expires: _____

BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, Ramball Engineering and Construction LLC as Principal, and Nationwide Mutual Insurance Company as Surety, who's address is One West Nationwide Blvd, 1-14-301, Columbus, OH 43215-2220, are held and firmly bound unto the City of Madeira Beach, Florida, in the sum of Five Percent of Amount Bid Dollars ($ 5%) (being a minimum of 5% of Contractor's Total Bid Amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of Ramball Engineering and Construction LLC as Principal, and Nationwide Mutual Insurance Company as Surety, for work specified as: Job # 26-04 Madeira Beach Stormwater Backflow Prevention

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Bid Bond will be paid to the City as stipulated or liquidated damages.

Signed this 10th day of July, 20 26

(Principal must indicate whether corporation, partnership, company or individual)

Principal: Ramball Engineering and Construction LLC

By: Alberto Ramos

Title: President

Surety: Nationwide Mutual Insurance Company

Giavonna D. Tavella, Attorney-in-Fact

SEAL

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
BARBARA A LEEPER; CHERI L RITZ; GIAVONNA D TAVELLA; GRACIE O LOWDEN; JOSHUA RESTAURI; KAILEE M TOPKA; LAUREN L HOFF; LINDSAY MEYER; MADELINE P RECKTENWALD; MATTHEW M EPERESI; NATALIE MEYER; NATASHA KERR; PAMELA M ANDERSON; PATTI K LINDSEY; WENDY A BRIGHT; WILLIAM M CHAPMAN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i)bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss
On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028

Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 10th day of July, 2026.

Assistant Secretary

BDJ 1(10-25)00

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/28/2024 **EXPIRATION DATE:** 8/28/2026

PERSON: ALBERTO M RAMOS BALLMAJO **EMAIL:** ALBERT.RAMBALL@GMAIL.COM

FEIN: 994524614

BUSINESS NAME AND ADDRESS:

RAMBALL ENGINEERING AND CONSTRUCTION LLC

9647 SW 138TH AVE

MIAMI, FL 33186

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

IMPORTANT: Pursuant to subsection 440.05(13), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(11), F.S., Certificates of election to be exempt issued under subsection (3) apply only to the corporate officer named on the notice of election to be exempt. Pursuant to subsection 440.05(12), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

BLAISE INGOGLIA
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 8/28/2026 **EXPIRATION DATE:** 8/27/2028

PERSON: ALBERTO M RAMOS BALLMAJO **EMAIL:** ALBERT.RAMBALL@GMAIL.COM

FEIN: 994524614

BUSINESS NAME AND ADDRESS:

RAMBALL ENGINEERING AND CONSTRUCTION LLC

326 NW 5TH STREET ,

CAPE CORAL, FL 33993

This certificate of election to be exempt is NOT a license issued by the Department of Business and Professional Regulation. To determine if the certificate holder is required to have a license to perform work or to verify the license of the certificate holder, go to www.myfloridalicense.com.

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAMOS BALLMAJO, ALBERTO MANUEL JR

RAMBALL ENGINEERING AND CONSTRUCTION LLC
9647 SW 138TH AVE
MIAMI FL 33186

LICENSE NUMBER: CUC1226380

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 03/14/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAMOS BALLMAJO, ALBERTO MANUEL JR

RAMBALL ENGINEERING AND CONSTRUCTION LLC
326 NW 5TH STREET
CAPE CORAL FL 33993

LICENSE NUMBER: CUC1226380

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAMOS BALLMAJO, ALBERTO MANUEL JR

RAMBALL ENGINEERING AND CONSTRUCTION LLC
9647 SW 138TH AVE
MIAMI FL 33186

LICENSE NUMBER: CBC1268295

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/23/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE BUILDING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAMOS BALLMAJO, ALBERTO MANUEL JR

RAMBALL ENGINEERING AND CONSTRUCTION LLC
326 NW 5TH STREET
CAPE CORAL FL 33993

LICENSE NUMBER: CBC1268295

EXPIRATION DATE: AUGUST 31, 2028

Always verify licenses online at MyFloridaLicense.com

ISSUED: 06/05/2026

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF LIABILITY INSURANCE

DATE (
07/0

Item 9A.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	PHONE (A/C, No, Ext): (855) 222-5919	FAX (A/C, No):
	E-MAIL ADDRESS: support@nextinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State National Insurance Company, Inc.	12831
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Ramball Engineering and Construction LLC
326 NW 5th St
Cape Coral, FL 33993

COVERAGES **CERTIFICATE NUMBER:** 942965995 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		NXTJWLJLFR-01-GL	09/03/2025	09/03/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000.00 $100,000.00 $15,000.00 $1,000,000.00 $2,000,000.00 $2,000,000.00
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Contractors Errors and Omissions	X		NXTJWLJLFR-01-GL	09/03/2025	09/03/2026	Each Occurrence: Aggregate:	$25,000.00 $50,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Certificate Holder is City of Madeira Beach. This Certificate Holder is an Additional Insured on the General Liability policy per the Additional Insured Automatic Status Endorsement. All Additional Insured privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Madeira Beach
300 Municipal Dr
Madeira Beach, FL 33708

LIVE CERTIFICATE

Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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An official website of the United States government Here's how you know

My Company Account

My Company Profile

Company Information

Company Name
Ramball Engineering and Construction LLC

Doing Business As (DBA) Name

Company ID
3015512

Enrollment Date
May 07, 2026

Employer Identification Number (EIN)
994524614

Unique Entity Identifier (UEI)

DUNS Number

Total Number of Employees
1 to 4

NAICS Code
236

Sector
Construction

Subsector
Construction of Buildings

Edit Company Information

Employer Category

Employer Category

None of these categories apply

Edit Employer Category

Points of Contact

Name	Number	Ext	Email	Signatory	Last Updated
Albert Ramos	(786) 400-8691		albert.ramball@gmail.com	Yes	05/07/26

Rows Per Page 5

1

Edit Points of Contact

Company Addresses

Physical Address

326 NW 5th Street
Cape Coral, FL 33993

Mailing Address

Same as Physical Address

Hiring Sites

Number of Sites

1

Edit Hiring Sites

Edit Company Addresses

Company Access

My Company is configured to:

Verify Its Own Employees

My Company has enabled:

E-Verify+

E-Verify+ enabled by:

Albert Ramos (May 07, 2026)

Memorandum of Understanding

View Current MOU

Terms of Service

View E-Verify+ Terms of Service

ITB# 26-04
Madeira Beach Stormwater Backflow Prevention

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Madeira Beach (City) until **July 10, 2026** to provide the **Labor and Material for backflow prevention in various locations.**

Brief Description: The City of Madeira Beach is soliciting sealed bids for materials and labor of backflow preventors in various locations within city limits.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the City of Madeira Beach until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda will be given on a thumb drive at the mandatory pre bid conference.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process or technical questions concerning this solicitation should be directed, IN WRITING, to the following:

Megan Wepfer
Public Works Director
mwepfer@madeirabeachfl.gov
727-543-8154

This Invitation to Bid is issued by:

City of Madeira Beach, Public Works Department

300 Municipal Drive

Madeira Beach, FL 33708

727-543-8154

i.1 **VENDOR QUESTIONS:** All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be directed solely to the contact(s) listed on page 1. Questions should be submitted in writing via email. Questions received less than ten (10) calendar days prior to the due date and time may be answered at the discretion of the City.

Lobbying is prohibited. After the issuance of any solicitation, or during renegotiation of any existing contract, no prospective proposers, bidders or offerors, or their agents, representatives or persons acting at the request of such offerors, shall contact, communicate with, or discuss any matter relating to the solicitation or the renegotiation with any city officers, agents or employees other than the single point of contact set forth in the solicitation, unless otherwise expressly provided for in the solicitation or otherwise directed by the designated point of contact. This prohibition does not prohibit the making of oral presentations to evaluation committees when invited to do so, nor does it prohibit proposers, bidders or offerors from responding to questions posed by City Commissioners during a public meeting at which contract award is being discussed by the Commission. Otherwise, this prohibition ends upon the execution of the final contract or when the solicitation has been canceled or the renegotiation is terminated.

i.2 **ADDENDA / CLARIFICATIONS:** Any changes to the specifications will be in the form of an addendum. Addenda are posted on Demandstar.com as well as the City website no less than seven (7) days prior to the Due Date. **Vendors are cautioned to check Demandstar.com as well as the City of Madeira Beach Website for addenda and clarifications prior to submitting their bid.** The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

i.3 **VENDOR CONFERENCE / SITE VISIT:** Yes: ___X__ No: _____
Mandatory Attendance: Yes: __X___ No: _____

Date: June 25, 2026 Time: 9:30 AM Location: City Hall, 300 Municipal Dr., Madeira Beach, FL 33708

If so designated above, attendance is mandatory as a condition of submitting a bid. The conference/site visit provides interested parties an opportunity to discuss the City's needs, inspect the site and ask questions. During any site visit you must fully acquaint yourself with the conditions as they exist and the character of the operations to be conducted under the resulting contract.

i.4 **DUE DATE & TIME FOR SUBMISSION AND OPENING:**

Date: July 10, 2026
Time: 9:30AM
Location: City of Madeira Beach City Hall, 300 Municipal Drive, Madeira Beach, FL 33708

The City will open all bids properly and submitted in time and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the city website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting the City of Madeira Beach Public Works Department

i.5 **BID FIRM TIME:** 90 days from Opening

Bid shall remain firm and unaltered after opening for the number of days shown above. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

i.6 **BID SECURITY:** Yes _X_____ No _____

If so designated above, a bid security in the amount specified must be submitted with the bid. The security may be submitted in any one of the following forms: an executed surety bond issued by a firm licensed and registered to transact such business with the State of Florida; cash; certified check, or cashier's check payable to the City of Madeira Beach (personal or company checks are not acceptable); certificate of deposit or any other form of deposit issued by a financial institution and acceptable to the City. Such bid security shall be forfeited to the City of Madeira Beach should the bidder selected fail to execute a contract when requested.

PAYMENT AND PERFORMANCE BOND: Yes __X_____ No _____

Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the City prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition. The form of this payment and performance bond shall be as the form attached to this ITB as **Attachment "A".**

i.7 **BID SUBMITTAL TO:** Bids must be delivered by hand, post, or courier service to the address below. Use label at the end of this solicitation package.

City of Madeira Beach
Attn: Public Works Department
300 Municipal Drive, Madeira Beach FL 33708

No responsibility will attach to the City of Madeira Beach, its employees or agents for premature opening of a bid that is not properly addressed and identified.

i.8 **LATE BIDS:** The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Madeira Beach, or any private courier, regardless of whether sent by mail or by means of personal delivery. The bidder must allow adequate time to accommodate all registration and security screenings at the delivery site. A valid photo I.D. may be required. It shall not be sufficient to show that the bidder mailed or commenced delivery before the due date and time. All times are Madeira Beach, Florida local times. The bidder agrees to accept the time stamp in by the Building Department Office as the official time.

i.9 **COMMENCEMENT OF WORK:** If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

i.10 **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact on page one (1). The city is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The city will not be responsible for any bidder errors or omissions.

i.11 **FORM AND CONTENT OF BIDS:** Unless otherwise instructed or allowed, bids shall be submitted on the forms provided. Electronic submission is preferred via demandstar, if demandstar is not available Electronic USB in PDF format can be delivered to City Hall using the labels provided. If the bid is not properly signed or if any changes are not initial, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The bid must

provide all information requested and must address all points. The city does not encourage exceptions. The city is not required to grant exceptions and depending on the exception, the city may reject the bid.

i.12 **SPECIFICATIONS**: Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

i.13 **MODIFICATION / WITHDRAWAL OF BID:** Requests to modify or withdraw a submitted bid MUST be in writing and MUST be received by the city prior to the day and time bids are opened. Such requests must state the reason for the request, and will be reviewed prior to bid opening, but not acted upon until after bid opening in the sole discretion of the City. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid. Requests to modify or withdraw a bid will not be considered after bids are opened. Bidders who dishonor their bid shall forfeit their bid bonds.

i.14 **RESPONSIBILITY DISCLOSURES:** If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

In addition to this information, please also provide written responses to the following questions:

- Has bidder been sued in civil court for any intentional or negligent tort within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder been sued in civil court for breach of contract within five years of the date of bid opening? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been criminally charged with any crime related to bidder's performance of work or business practices within the past five years? If so, state the case names, courts they were filed in, case numbers, and provide a narrative as to the outcome of each.
- Has bidder, or any of its officers or employees, been cited by OSHA or any other state or federal regulatory agency within the past five years for violation of regulations resulting from bidder's performance of work or business practices? If so, state the charge numbers, name of citing agencies, and provide a narrative as to the outcome of each.
- Has bidder, or any of its licensed employees or licensed qualifiers, had their license suspended or revoked within the past five years? If so, list each such instance and provide a narrative response as to the reasons for the licensure action and the current status of the suspended or revoked license.

NOTE: The foregoing questions addressing bidder responsibility MUST be answered in full and such responses MUST be included in submitted bids. Failure to respond to each question posed will result in bids being disqualified. A positive response to any of the foregoing questions will NOT result in an automatic disqualification. Rather, the City's evaluation of a bidder's responsibility to perform the work will take into account the overall responses provided, including the nature, volume, and timing of each suit, charge, citation, debarment, suspension, or license action.

i.15 **RESERVATIONS:** The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The city may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The city is charged by its Charter to make an award that is in the best interest of the city. All decisions on

compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

i.16 **OFFICIAL SOLICITATION DOCUMENT:** Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

i.17 **COPYING OF BIDS:** Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

i.18 **CONTRACTOR ETHICS:** It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve the purpose of this Article, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

a. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
b. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
c. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

i.19 **GIFTS:** The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The city may request product samples from vendors for product evaluation.

i.20 **TRADE SECRETS:** The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret.
2. Of value.
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the city will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact

the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

i.21 **EVALUATION PROCESS:** Bids will be reviewed by the representative(s) of the respective department(s). The city staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

i.22 **CRITERIA FOR EVALUATION AND AWARD:** The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.

a) Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required attachments and submissions. The city must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

b) Responsibility. The city will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The city will determine whether any failure to supply information, or the quality of the information, will result in rejection.

c) Price. We will then evaluate the bids that have met the requirements above. The City intends to award a contract to the lowest responsive, responsible bidder.

i.23 **COST JUSTIFICATION:** In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

i.24 **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

i.25 **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a Contract are posted to Demandstar.com as well as the City of Madeira Beach website. **It is the bidder's responsibility to check Demandstar.com to view relevant bid information and notices.**

i.26 **BID TIMELINE:** Dates are tentative and subject to change.
Release ITB: June 17, 2026
Mandatory Pre Bid: June 25, 2026 9:30AM
Questions Due: July 1, 2026 5:00PM
Addendums Posted: July 3, 2026 5:00PM
Bids due: July 10, 2026 9:30AM
Open Bids: July 10, 2026 Immediately following due time
Review bids: Immediately following bid opening
Award recommendation: July 22, 2026
Commission authorization: August 12, 2026
Contract begins: August 13, 2026

i.27 **SUBCONTRACTOR DISCLOSURE:** Bidders must provide with their bids a list of all subcontractors they intend to use to perform the project, including a description of what portions of the work each subcontractor will

do, and acknowledging that use of such subcontractors shall not absolve the General Contractor/bidd complying with the terms and conditions of the awarded contract.

i.28 **CONTRACT DOCUMENTS:** The bidder shall, execute and include in the bid submittal the form of contract attached to this ITB as **Attachment "B"**, which is made a part hereof. This form of contract, along with the terms and conditions of this ITB, including the Attachments and any addenda thereto, as well as the successful bidders bid, shall collectively constitute the contract between the successful bidder and the City. In the event of any conflict between the documents, the order of precedence shall be the form of contract, the terms of this ITB, and then the bidder's bid.

S.1 **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, Madeira Beach, agency, requestor, parties", "bid, proposal, response, quote".

S.2 **INDEPENDENT CONTRACTOR:** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the city, Contractor will defend, indemnify and hold harmless the city from all such claims.

S.3 **SUBCONTRACTING:** Contractor may not subcontract work under the contract without the express written permission of the city. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the contract must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that these terms and conditions t be incorporated therein.

S.4 **ASSIGNMENT** The contract may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the contract. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

S.5 **SUCCESSORS AND ASSIGNS, BINDING EFFECT:** The contract will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

S.6 **NO THIRD-PARTY BENEFICIARIES:** The contract and these terms and conditions are intended for the exclusive benefit of the parties. Nothing set forth in the contract is intended to create, or will create any benefits, rights, or responsibilities in any third parties.

S.7 **NON- EXCLUSIVITY:** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through the contract.

S.8 **AMENDMENTS:** There will be no oral changes to the contract. The contract can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

S.9 **TIME OF THE ESSENCE:** Time is of the essence to the performance of the parties' obligations under the contract.

S.10 **COMPLIANCE WITH APPLICABLE LAWS:**

a. **General.** Contractor must procure all permits and licenses and pay all charges and fees necessary and are incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractors are hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor

personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified

in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the city and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

(i) As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").

(ii) A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

(iii) The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any such inspections.

(iv) The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the city in regard to any random verification performed.

(v) Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

Immigration Compliance: E-Verify. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), beginning January 1st, 2021, Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees.

Contractor's contract with the City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes §

448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either

for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) City shall

terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under th circumstances is not a breach of contract and may not be considered as such

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

S.11 **SALES/USE TAX, OTHER TAXES:** Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under the contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under the contract, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

S.12 **AMOUNTS DUE THE CITY:** Contractor must be current and remain current in all obligations due to the city during the performance of services under the contract. Payments to Contractor may be offset by any delinquent amounts due to the city or fees and charges owed to the city.

S.13 **OPENNESS OF PROCUREMENT PROCESS:** Written competitive proposals, replies, oral presentations, meetings where vendors answer questions, other submissions, correspondence, and all records made thereof, as well as negotiations or meetings where negotiation strategies are discussed, conducted pursuant to this Invitation to Bid (ITB), shall be handled in compliance with Chapters 119 and 286, Florida Statutes.

Proposals or replies received by the city pursuant to this ITB are exempt from public disclosure until such time that the city provides notice of an intended decision or until 30 days after opening the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the rejected proposals or replies remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the city withdraws the reissued ITB. A proposal or reply shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

Oral presentations, meetings where vendors answer questions, or meetings convened by City staff to discuss negotiation strategies, if any, shall be closed to the public (and other proposers) in compliance with Chapter 286 Florida Statutes. A complete recording shall be made of such closed meetings. The recording of, and any records presented at, the exempt meeting shall be available to the public when the City provides notice of an intended decision or until 30 days after opening proposals or final replies, whichever occurs first. If the City rejects all proposals or replies pursuant to this ITB and provides notice of its intent to reissue the ITB, then the recording and any records presented at the exempt meeting remain exempt from public disclosure until such time that the city provides notice of an intended decision concerning the reissued ITB or until the City withdraws the reissued ITB. A recording and any records presented at an exempt meeting shall not be exempt from public disclosure longer than 12 months after the initial City notice rejecting all proposals or replies.

In addition to all other contract requirements as provided by law, the contractor executing the contract agrees to comply with public records law.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, Clara VanBlargan, phone: 727-391-9951 300 Municipal Dr, Madeira Beach, FL 33708. Cvanblargan@madeirabeachfl.gov

The contractor's agreement to comply with public records law applies specifically to:

a) Keep and maintain public records required by the City of Madeira Beach (hereinafter "public agency") to perform the service being provided by the contractor hereunder.

b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

c) Ensure that the public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

e) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

f) The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

g) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.

h) If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.

i) A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A contractor who complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

S.14 **AUDITS AND RECORDS:** Contractor must preserve the records related to the contract for five (5) years after completion of the contract . The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the city may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the contract. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the city.

S.15 **BACKGROUND CHECK:** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

S.16 **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL:** The City will ha authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under the contract. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under the contract.

S.17 **DEFAULT:**

a. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the contract; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the contract.

b. Contractor will be in default of the contract if Contractor is debarred from participating in City procurements and solicitations in accordance with the City's Purchasing Policy and Procedures.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the contract.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the city may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the contract.

S.18 **REMEDIES.** The remedies set forth in the contract are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the contract, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the contract from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under the contract and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

S.19 **CONTINUATION DURING DISPUTES:** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in the contract.

S.20 **TERMINATION FOR CONVENIENCE:** The City reserves the right to terminate the contract in part or in whole upon thirty (30) calendar days' written notice.

S.21 **TERMINATION FOR CONFLICT-OF-INTEREST FLORIDA STATUTES SECTION 112:**
Pursuant to F.S. Section 112, the city may cancel the contract after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the contract for the City becomes an employee or agent of Contractor.

S.22 **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY**

CONSTRAINT: The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under the contract, the City will have the right to terminate the contract without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

S.23 **PAYMENT TO CONTRACTOR UPON TERMINATION:** Upon termination of the contract, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has completed both its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

S.24 **NON-WAIVER OF RIGHTS:** There will be no waiver of any provision of the contract unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the contract and will not be deemed a waiver of any such rights or remedies.

S.25 **INDEMNIFICATION / PRESERVATION OF IMMUNITY:** Each party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of the contract. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law.

S.26 **WARRANTY:** Contractor warrants that the services and materials will conform to the requirements of the contract. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with the contract and to the City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

S.27 **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES:** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

S.28 **NO GUARANTEE OF WORK:** Contractor acknowledges and agrees that it is not entitled to deliver any specific number of materials or services or any materials or services at all under the contract and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represents the City's best estimate of current requirements, but will not bind the city to purchase, accept, or pay for materials or services which exceed its actual needs.

S.29 **OWNERSHIP:** All deliverables, services, and information provided by Contractor or the City pursuant to this contract (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of the contract , are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

S.30 **USE OF NAME:** Contractor will not use the name of the City of Madeira Beach in any advertising or publicity without obtaining the prior written consent of the City.

S.31 **PROHIBITED ACTS:** Pursuant to Florida Constitution Article II Section 8, a current or former public officer or employee within the last two (2) years shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

S.32 **RISK OF LOSS:** Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

S.33 **SAFEGUARDING CITY PROPERTY:** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

S.34 **WARRANTY OF RIGHTS:** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties.

S.35 **PROPRIETARY RIGHTS INDEMNIFICATION:** Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify each other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services.

S.36 **CONTRACT ADMINISTRATION:** The contract will be administered by the Public Works Department and/or an authorized representative from the department that uses. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

S.37 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and government regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

S.38 **FUEL CHARGES AND PRICE INCREASES:** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City of Madeira Beach.

S.39 **NOTICES:** All notices to be given pursuant to the contract must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar

days after being deposited in the United States mail. If sent via overnight courier or facsimile, receipt will be [illegible] effective two (2) calendar days after the sending thereof.

S.40 **GOVERNING LAW, VENUE:** The contract is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to the contract will be Pinellas County, Florida.

S.41 **INTEGRATION CLAUSE:** The contract, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be carried out.

S.42 **PROVISIONS REQUIRED BY LAW:** Any provision required by law to be in the contract is a part of the contract as if fully stated in it.

S.43 **SEVERABILITY:** If any provision of the contract is declared void or unenforceable, such provision will be severed from this contract, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of the contract as may

be necessary to achieve the original intent of the contract, notwithstanding such invalidity or unenforceability.

S.44 **SURVIVING PROVISIONS:** Not withstanding any completion, termination, or other expiration of the contract, all provisions which, by terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of the contract, will survive and remain in full force and effect. Except as specifically provided in the contract, completion, termination, or other expiration of the contract will not release any party from any liability or obligation arising prior to the date of termination.

S.45 **PUBLIC ENTITY CRIMES STATEMENT:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit a bid on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

S.46 **CERTIFICATES AND PERMITS:** Contractor shall secure at Contractor's own expense all necessary certificates, licenses and permits from municipal or other public authorities required in connection with the work contemplated by the contract or any part of the contract, and shall give all notices required by law, ordinance or regulation. Contractor shall pay all fees and charges incident to the due and lawful prosecution of the work contemplated by the contract, and any extra work performed by Contractor.

S.47 **ATTORNEY FEES:** In any action brought between the Parties to enforce or construe the terms of the contract, each Party shall bear its own attorneys' fees and costs, including any incurred-on appeal, regardless of the resolution of the case or appeal(s).

S.48 **NO THIRD-PARTY BENEFICIARY:** The contract is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter the contract for any other person's or entity's benefit.

S.49 **CONTRACTOR SAFETY:** Contractor shall comply with the OSHA, Florida Department of Commerce Safety Regulations, and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work, including 29 CFR 1910 and Florida Statutes Chapter 442 (Occupational Safety and Health). Contractor shall take all necessary precautions for the safety of, and provide the necessary protection to prevent damage, injury or loss to:

(1) All employees on the Work and other persons and organizations who may be affected thereby.

(2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Work locations; and

(3) Other property at Work locations or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement during construction.

Contractors shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all

necessary safeguards for such safety and protection. Contractors shall provide and maintain all passageway, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractors shall provide reasonable maintenance of traffic for the public and preservation of the City's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed. While the City has the right of access to the Work site and to inspect the Work, the City does not undertake any role in overseeing compliance with the Contractor's duties concerning safety stated herein and as may be required by law and professional industry standards.

DETAILED SPECIFICATIONS

1. **INTRODUCTION.** The City of Madeira Beach ("City") is soliciting sealed bids from qualified and properly licensed contractors to furnish all labor, materials, equipment, supervision, and incidentals necessary to provide and install in-line backflow prevention valves within the City's stormwater system.

This project shall be completed in two (2) phases:

Phase 1 – Assessment and Verification
The Contractor shall assess each identified location to verify pipe size, pipe condition, valve mounting requirements, accessibility, cleaning requirements, and any additional work necessary for installation.

Phase 2 – Procurement and Installation
Upon completion of the assessment phase, the Contractor shall furnish and install the specified valves and all associated components required for a complete and operational installation.

2. **SCOPE OF WORK.** The City is soliciting bids from qualified contractors to furnish and install WaStop® In-Line Check Valves or approved equal products meeting the design and performance requirements specified herein at the locations identified in this solicitation.

The Contractor shall provide all labor, materials, equipment, traffic control, dewatering (if required), cleaning, disposal, restoration, and incidentals necessary to complete the work.

Because these installations are located within a coastal barrier-island stormwater system subject to tidal influence, saltwater exposure, sand intrusion, debris loading, and hydrogen sulfide conditions, the specified valve shall possess the following minimum characteristics:

- In-line installation capability within existing stormwater pipes without requiring external structures or chambers.
- Construction suitable for continuous exposure to saltwater and corrosive environments, including Type 316 stainless steel or equivalent corrosion-resistant materials.
- Ability to operate without hinges, springs, weighted flaps, or other mechanical components susceptible to corrosion or fouling.
- Self-clearing or self-flushing operation designed to minimize accumulation of sediment, sand, silt, marine growth, and debris.
- Low opening pressure and minimal head loss to reduce upstream flooding impacts.
- Ability to function in any pipe orientation as required by field conditions.
- Proven performance in municipal stormwater outfall applications subject to tidal backflow conditions.

The WaStop® In-Line Check Valve is identified as the basis of design. Bidders proposing an alternate product shall submit documentation demonstrating that the proposed product meets or exceeds all specified design and performance requirements. Documentation shall include, at a minimum:

- Product specifications and technical data sheets;
- Independent hydraulic performance data;
- Material certifications;
- Installation requirements;
- Manufacturer's warranty information;
- References from at least three (3) municipal installations of similar size and operating conditions.

The City shall be the sole judge in determining whether an alternate product meets the requirements of this specification.

TASK

Task 1 – Site Assessment and Verification

The Contractor shall perform a field assessment of each identified location and shall:

- Verify pipe diameter and material.
- Verify valve mounting configuration and installation requirements.
- Assess structural integrity and condition of the existing pipe.
- Determine whether sediment, debris, marine growth, or obstructions require removal prior to installation.
- Identify any conflicts or conditions affecting installation.
- Confirm the proper valve size and configuration required for each location.
- Submit a written assessment report for City review prior to ordering materials.

The Contractor shall be solely responsible for ensuring that the correct valve size and configuration are selected and ordered.

Task 2 – Procurement and Installation

Upon City authorization, the Contractor shall:

- Furnish all required valves and accessories.
- Install each valve in accordance with the manufacturer's published installation requirements.
- Provide all labor, equipment, cleaning, excavation, dewatering, traffic control, bypass pumping (if necessary), and restoration required for installation.
- Test and inspect each installation to verify proper operation.
- Remove and properly dispose of all debris generated by the work.
- Provide final record documentation and warranty information upon completion.

The completed installation shall result in a fully operational backflow prevention system at each identified location.

Location	Lat/Long	pipe size
2nd St & 154th	27.805536, -82.803700	30'
15336 / 15337 Harbor Dr	27.807686, -82.801064	15'
142nd & N Bayshore	27.797316, -82.793810	24'
141st Stormwater station	27.796525, -82.792827	24'
140th & S Bayshore	27.794569, -82.789686	24'
14087 / 14089 N Bayshore	27.796581, -82.792212	12'
913/915 Bay Point	27.802828, -82.783651	12'
876 / Street End	27.802546, -82.785384	12'
803/805 Bay Point	27.801970, -82.790375	12'
817/819 Bay Point	27.802076, -82.789078	15'
708/710 Pruitt	27.797704, -82.786149	24'
Island Dr outfall	27.794975, -82.786945	30
113 140th	27.794460, -82.792288	24'

3. **QUALIFICATIONS.** Respondents must:
    - Be licensed General Contractors in the State of Florida.
    - Have demonstrated experience with:
        - Stormwater pipe valve installation and or similar for a minimum of three (3) years
    - Provide at least three (3) similar project references completed within the past five (5) years.
4. **DELIVERY.** Delivery hours, if needed, are from 8:00am to 4:00pm, Monday through Friday.

5. **REFERENCES.** Please include a list of 3 references for like projects. Include the name of the business, contact person, email and phone number, project completion date, brief description of the project, and project cost.

6. **INSURANCE REQUIREMENTS.** The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically, the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

A. **Commercial General Liability Insurance** coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) general aggregate.

B. **Commercial Automobile Liability Insurance** coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of $1,000,000 (one million dollars) combined single limit.

C. Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of $500,000 (five hundred thousand dollars) each employee each accident, $500,000 (five hundred thousand dollars) each employee by disease, and $500,000 (five hundred thousand dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

D. **Pollution Liability Insurance** coverage, which covers any and all losses caused by pollution conditions (including sudden and non-sudden pollution conditions) arising from the servicing and operations of Vendor (and any subcontractors, representatives, or agents) involved in the work/transport, in the minimum amount of $1,000,000 (one million dollars) per occurrence and $2,000,000 (two million dollars) general aggregate.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

OTHER INSURANCE PROVISIONS

Prior to the execution of the contract and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as the contract remains in effect, the Vendor will furnish the City with a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and Auto Liability policies. In addition, when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

City of Madeira Beach
Attn: Finance Department
300 Municipal Drive Madeira Beach, FL 33708

a. Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

b. Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.

c. Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

MILESTONES

1. **BEGINNING DATE OF PROJECT.** August 13, 2026

   If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

2. **PRICES.** All pricing shall be firm; except where otherwise provided by the specifications, and include all transportation, insurance and warranty costs. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

   The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

BID SUBMISSION

1. **BID SUBMISSION.** One **(**1) electronic USB in PDF format, there is no need for paper copies. Electronic submissions are preferred via demandstar. If demandstar is not available electronic copies may be delivered to City Hall with provided label to 300 Municipal Dr. Madeira Beach, FL 33708.

2. **BIDDER RESPONSE CHECKLIST.** This checklist is provided for your convenience. It is not necessary to return a copy of this solicitation's Instructions, Terms and Conditions, or Detailed Specifications with your bid response. Only submit the requested forms and any other requested or descriptive literature.

   - Submit online Via Demandstar unless otherwise requested
   - Bid pricing form
   - Exceptions/Additional Materials/Addenda form/ Subcontractor Disclosure Form
   - Vendor Information form
   - Sub Contractor Information Form
   - Reference Form
   - Scrutinized Companies form(s) as required
   - Offer Certification form
   - Attachment "A" (Performance & Payment Bond),
   - Attachment "B" (Contract & Bid Bond), **signed** & notarized

   W-9 Form to be provided by Bidder (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

BID PRICING

Pursuant to all the contract specifications enumerated and described in this solicitation, we agree to furnish to the City of Madeira Beach all labor and materials for the Madeira Beach Stormwater Backflow Prevention project (ITB #26-04), in accordance with the Detailed Specifications and Scope of Work of this solicitation, at the price(s) stated in **Exhibit A – Bid Pricing**.

Exhibit A – Bid Pricing Note: The City requires a 10% contingency amount, in addition to the contract amount, for any incidentals.

Task 1: Project Assessment

Task 2: Labor and Materials for installation of all valves total as listed in the sheet below.

Task 1			
Description			**Total**
Assessment Whole Project Area			**$**
Task 2			
Location	**Lat/Long**	**Pipe size**	**Total**
2nd St & 154th	27.805536, -82.803700	30'	
15336 / 15337 Harbor Dr	27.807686, -82.801064	15'	
142nd & N Bayshore	27.797316, -82.793810	24'	
141st Stormwater station	27.796525, -82.792827	24'	
140th & S Bayshore	27.794569, -82.789686	24'	
14087 / 14089 N Bayshore	27.796581, -82.792212	12'	
913/915 Bay Point	27.802828, -82.783651	12'	
876 / Street End	27.802546, -82.785384	12'	
803/805 Bay Point	27.801970, -82.790375	12'	
817/819 Bay Point	27.802076, -82.789078	15'	
708/710 Pruitt	27.797704, -82.786149	24'	
Island Dr outfall	27.794975, -82.786945	30	
113 140th	27.794460, -82.792288	24'	
Task 2 Bid Total			$
Total Task 1 & 2			$
10% Contingency			$
TOTAL BID COST			$

PAYMENT TERMS:

Payment will be made only after completion and acceptance of the Work.

Pursuant to Florida Statutes § 218.735, Contractor's invoices must be submitted to the City's project manager for review and processing. This official will stamp each invoice as received, and, if deemed complete, accepted and not disputed, shall thereafter be paid within 25 business days after receipt. If an invoice fails to meet the contract requirements by, among other things, failing to provide the date(s) of service, the materials used, and other details sufficient to verify the work and its related costs, the City will reject the invoice within 20 days after it is received. Any such rejection will be in writing and will specify the deficiencies and what information or changes are required to make the invoice proper. Payment of corrected, accepted invoices will be within 10 business days from the invoiced City's receipt of same unless Board of

Commissioners' approval is required. Any portion of an invoice covering Work or materials which are disputed by invoiced City in terms of quality, quantity, workmanship or defective installation shall be disputed by the City in accordance with Florida Statutes § 218.76(2). However, any portion of an invoice covering Work or materials which are not disputed will be paid within the time periods set forth herein.

Complete payment for the Work will not be made until the whole project is completed and a final walk through is competed; Work is completed; the Work sites are restored to "as good or better" conditions; and, the Work has been inspected and accepted by the City's construction permit inspector and/or the Engineer

A 5% retainage of the awarded bid amount will be withheld.

Vendor: _____ Date: _____

ADDITIONAL MATERIALS/ADDENDA

Additional Materials submitted (mark one):

_____ No additional materials have been included with this bid

_____ Additional Materials attached (describe--attach additional pages if needed)

Addenda Bidders are responsible for verifying receipt of any addenda issued by checking the City's website at http://www.madeirabeachfl.gov prior to the bid opening. Failure to acknowledge any addenda issued may result in a response being deemed non-responsive.

Acknowledgement of Receipt of Addenda (initial for each addenda received, if applicable):

Addenda Number	Initial to acknowledge receipt

Vendor Name_____Date: _____

VENDOR INFORMATION

Company Legal / Corporate Name: _____

Doing Business as (if different than above): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email address: _____ Website: _____

State License#: _____ PCCLB License #: _____

DUNS #: _____

Remit to address (if different than above):

Address: _____

City: _____ State: _____ Zip: _____

Order from address (if different from above):

Address: _____

City: _____ State: ____ Zip: _____

Contact for Questions about this bid:

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

Day-to-Day Project Contact (if awarded):

Name: _____ Fax: _____

Phone: _____ E-Mail Address: _____

_____ Certified Small Business Certifying Agency: _____

_____ Certified Minority, Women or Disadvantaged Business Enterprise Certifying Agency: _____

_____

SUBCONTRACTOR INFORMATION FORM

Project Name: _____
Prime Contractor: _____
Prime Contractor License #: _____

1. Subcontractor Company Information

Company Name: _____
Doing Business As (DBA): _____
Business Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____
Primary Contact Person: _____

2. License & Registration Information

Florida State License #: _____
License Classification: _____
License Expiration Date: _____
Pinellas County License (if applicable): _____

☐ **Copy of License Attached**

☐ **Certificate of Insurance Attached**

☐ **Workers' Compensation Certificate Attached**

3. Scope of Work to be Performed

Describe the portion of work this subcontractor will perform:

_____
_____
_____

Estimated Contract Value of Subcontract: $_____

4. Insurance Information

General Liability Carrier: _____
Policy #: _____
Coverage Limits: $_____
Workers' Compensation Carrier: _____
Policy #: _____
Automobile Liability Carrier: _____
Policy #: _____

☐ City of Madeira Beach listed as Additional Insured

☐ Certificate Holder address matches project requirements

5. Compliance Certifications

The subcontractor certifies the following:

☐ Not debarred or suspended from public work
☐ Complies with E-Verify requirements
☐ Complies with all OSHA safety standards
☐ Will obtain required permits prior to commencing work
☐ Will comply with City noise, work hours, and right-of-way regulations

6. Authorized Signatures

Subcontractor Authorized Representative

Name: _____
Title: _____
Signature: _____
Date: _____

Prime Contractor Acknowledgment

The Prime Contractor acknowledges responsibility for supervision and performance of this subcontractor.

Name: _____
Title: _____
Signature: _____
Date: _____

REFERENCE FORM

Please include a list of **three (3)** references for like projects**.**

1. Name of Business / Entity: _____

Contact Person Name: _____ Phone: _____

Email: _____ Project Cost: _____

Project Completion Date: _____ Brief Project Description: _____

_____

_____

_____

2. Name of Business / Entity: _____

Contact Person Name: _____ Phone: _____

Email: _____ Project Cost: _____

Project Completion Date: _____ Brief Project Description: _____

_____

_____

_____

3. Name of Business / Entity: _____

Contact Person Name: _____ Phone: _____

Email: _____ Project Cost: _____

Project Completion Date: _____ Brief Project Description: _____

_____

_____

_____

SCRUTINIZED COMPANIES

SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL LIST CERTIFICATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The vendor, company, individual, principal, subsidiary, affiliate, or owner is aware of the requirements of section 287.135, Florida Statutes, regarding companies on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
2. The vendor, company, individual, principal, subsidiary, affiliate, or owner is eligible to participate in this solicitation and is not listed on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel; and
3. "Boycott Israel" or "boycott of Israel" means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered as evidence that a company is participating in a boycott of Israel; and
4. If awarded the Contract (or Agreement), the vendor, company, individual, principal, subsidiary, affiliate, or owner will immediately notify the City of Madeira Beach in writing, no later than five (5) calendar days after any of its principals are placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel.

_____
Authorized Signature

_____
Printed Name

_____
Title

_____
Name of Entity/Corporation

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on, this _____ day of_____, 20____, by _____ (name of person whose signature is being notarized) as the _____ (title) of _____(name of corporation/entity), personally known _, or produced _(type of identification) as identification, and who did/did not take an oath.

_____
Notary Public

_____
Printed Name

My Commission Expires: _____
NOTARY SEAL ABOVE

OFFER CERTIFICATION

By signing and submitting this Bid, the Vendor certifies that:

a) It is under no legal prohibition on contracting with the City of Madeira Beach.
b) It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
c) It has no known, undisclosed conflicts of interest.
d) The prices offered were independently developed without consultation or collusion with any of the other respondents or potential respondents or any other anti-competitive practices.
e) No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the services and or goods/materials covered by this contract.
f) It understands the City of Madeira Beach may copy all parts of this response, including without limitation any documents and/or materials copyrighted by the respondent, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. 119) or other applicable law, subpoena, or other judicial process; provided that Madeira Beach agrees not to change or delete any copyright or proprietary notices.
g) Respondent hereby warrants to the City that the respondent and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees.
h) Respondent certifies that they are not in violation of section 6(j) of the Federal Export Administration Act and not debarred by any Federal or public agency.
i) It will provide the materials or services specified in compliance with all Federal, State, and Local Statutes and Rules if awarded by the City.
j) It is current in all obligations due to the City.
k) It will accept such terms and conditions in a resulting contract if awarded by the City.
l) The signatory is an officer or duly authorized agent of the respondent with full power and authority to submit binding offers for the goods or services as specified herein.

ACCEPTED AND AGREED TO:

Company Name: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR BID CONTAINER

For US Mail

SEALED BID

Submitted by: Company Name:
Address:
City, State, Zip:
ITB # 26-04
Due Date:

City of Madeira Beach
Attn: **Public Works Department**
300 Municipal Drive
Madeira Beach FL 33708

For US Mail

For Hand Deliveries, FEDEX, UPS or Other Courier Services **SEALED BID**

Submitted by: Company Name:
Address:
City, State, Zip:
ITB # 26-04
Due Date:

City of Madeira Beach
Attn: **Public Works Department**
300 Municipal Drive
Madeira Beach FL 33708

For Hand Deliveries, FEDEX, UPS or Other Courier Services

ATTACHMENT "A"

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

Bond No._____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to The City of Madeira Beach, herein called Owner, whose principal address and phone number are 300 Municipal Drive, Madeira Beach, FL 33708, 727-391-9951, in the sum of $_____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract dated _____, 20___, between Principal and Owner, which contract was awarded pursuant to ITB #26-04, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contact; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise, it remains in full force.

The project to be performed under the contract is the assessment, purchase, and installation of stormwater backflow preventors at various locations around the City of Madeira Beach, FL 33708.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, 20____.

_____ (Name of Principal)

_____ (Name of Surety)

By: _____
As Attorney in Fact for Surety

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

ATTACHMENT "B" CONTRACT

This **CONTRACT** made and entered into this ____ day of_____, 20___ by and between the City of Madeira Beach, Florida, a municipal corporation, hereinafter designated as the "City", and _____ , of the City of _____ , County of _____ , and State of Florida, hereinafter designated as the Contractor".

WITNESSETH:

That the parties to this Contract each in consideration of the undertakings, promises, and agreements on the part of the other herein contained, do hereby undertake, promise, and agree as follows:

The Contractor, and its successors, assigns, executors, or administrators, in consideration of the sums of money as herein after set forth to be paid by the City and to the Contractor, shall and will at **their** own cost and expense perform all labor, furnish all materials, tools, and equipment for the following:

PROJECT NAME: Madeira Beach Stormwater Backflow prevention

PROJECT # ITB No 26-04

in the amount of $ _____

In accordance with the BID PROPOSAL submitted by the CONTRACTOR and technical supplemental specifications and such other special provisions and drawings, if any, as submitted by the City, together with any advertisement, instructions to bidders, general conditions, proposal and performance & payment bond, which may be hereto attached, and any drawings if any, which may be herein referred to, are hereby made a part of this contract, **including Exhibit A – CONTRACTOR BID RESPONSE and Exhibit B – CITY INVITATION TO BID,** and all of said work to be performed and completed by the Contractor and its successors and assigns shall be fully completed in a good and workmanlike manner to the satisfaction of the City.

If the Contractor should fail to comply with any of the terms, conditions, provisions, or stipulations as contained herein within the time specified for completion of the work to be performed by the Contractor, then the City, may at its option, avail itself of any or all remedies provided on its behalf and shall have the right to proceed to complete such work as Contractor is obligated to perform in accordance with the provisions as contained herein.

THE CONTRACTOR AND ITS SUCCESSORS AND ASSIGNS DOES HEREBY AGREE TO ASSUME THE DEFENSE OF ANY LEGAL ACTION WHICH MAY BE BROUGHT AGAINST THE CITY AS A RESULT OF THE CONTRACTOR'S ACTIVITIES ARISING OUT OF THIS CONTRACT AND FURTHERMORE, IN CONSIDERATION OF THE TERMS,
STIPULATIONS AND CONDITIONS AS CONTAINED HEREIN, AGREES TO HOLD THE CITY FREE AND HARMLESS FROM ANY AND ALL CLAIMS FOR DAMAGES, COSTS OF SUITS, JUDGMENTS, OR DECREES RESULTING FROM ANY CLAIMS MADE UNDER THIS
CONTRACT AGAINST THE CITY, OR THE CONTRACTOR, OR THE CONTRACTOR'S SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES RESULTING FROM ACTIVITIES BY THE AFOREMENTIONED CONTRACTOR, SUBCONTRACTORS, AGENTS, SERVANTS, OR EMPLOYEES.

In addition to the foregoing provisions, the Contractor agrees to conform to the following requirements:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, or national origin. The aforesaid

provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees or applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non- discrimination clause.

The Contractor further agrees to insert the foregoing provisions in all contracts hereunder, including contracts or agreements with labor unions and/or worker's representatives, except sub-contractors for standard commercial supplies or raw materials.

It is mutually agreed between the parties hereto that time is of the essence of this contract, and in the event that the work to be performed by the Contractor is not completed within the time stipulated herein, it is then further agreed that the City may deduct from such sums or compensation as may be due to the Contractor the sum of **$1,000.00 per day** for each day that the work to be performed by the Contractor remains incomplete beyond the time limit specified herein, which sum of **$1,000.00 per day** shall only and solely represent damages which the City has sustained by reason of the failure of the Contractor to complete the work within the time stipulated, it being further agreed that this sum is not to be construed as a penalty but is only to be construed as liquidated damages for failure of the Contractor to complete and perform all work within the time period as specified in this contract.

It is further mutually agreed between the City and the Contractor that if, any time after the execution of this contract and the surety bond which is attached hereto for the faithful performance of the terms and conditions as contained herein by the Contractor, that the City shall at any time deem the surety or sureties upon such performance bond to be unsatisfactory or if, for any reason, the said bond ceases to be adequate in amount to cover the performance of the work the Contractor shall, at Contractors own expense, within ten (10) days after receipt of written notice from the City to do so, furnish an additional bond or bonds in such term and amounts and with such surety or sureties as shall be satisfactory to the City. If such an event occurs, no further payment shall be made to the Contractor under the terms and provisions of this contract until such new or additional security bond guaranteeing the faithful performance of the work under the terms hereof shall be completed and furnished to the City in a form satisfactory to it.

The successful bidder/contractor will be required to comply with Section 119.0701, Florida Statues (2025), specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City of Madeira Beach in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City of Madeira Beach would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City of Madeira Beach all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the City of Madeira Beach.

In witness whereof, the parties hereto have executed this agreement as of the effective date.

City of Madeira Beach:

Attest:

By: _____
Mayor: Anne-Marie Brooks

By: _____
City Clerk: Clara Vanblargan

{Insert Name of Contractor}

By: _____

Print Name: _____

Title: _____

CONTRACT

Exhibit A – CONTRACTOR BID RESPONSE

Exhibit B – CITY INVITATION TO BID

IN WITNESS, WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this Agreement, in duplicate, the day and year first above written.

CITY OF MADEIRA BEACH

By: (SEAL) City Manager

Attest:

Countersigned:

_____
City Clerk: Clara Vanblargan

By:_____
Mayor: Anne-Marie Brooks

Approved as to form:

_____
City Attorney: Thomas J. Trask

(Contractor must indicate whether Corporation, Partnership, Company or Individual.)

_____

CONTRACTOR

By: _____

(SEAL)

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).

CONTRACTOR'S AFFIDAVIT FOR FINAL PAYMENT

(CORPORATION FORM)

STATE OF FLORIDA

COUNTY OF _____

On this day personally appeared before me, the undersigned authority, duly authorized to administer oaths and take acknowledgments, _____, who after being duly sworn, deposes and says:

That they are the _____ (TITLE) of _____ , a Florida Corporation, with its principal place of business located at _____ (herein, the "Contractor").

That the Contractor was the General Contractor under a contract executed on the _____ day of _____, 20 with the **CITY OF MADEIRA BEACH, FLORIDA,** a municipal corporation, as Owner, and that the Contractor was to perform the construction of:

PROJECT NAME: Madeira Beach Stormwater Backflow prevention

CITY PROJECT # ITB No. 26-04

That said work has now been completed and the Contractor has paid and discharged all sub-contractors, laborers, and material tradesmen in connection with said work and there are no liens outstanding of any nature nor any debts or obligations that might become a lien or encumbrance in connection with said work against the described property.

That Contractor is making this affidavit pursuant to the requirements of Chapter 713, Florida Statutes, and upon consideration of the payment of_____ (final full amount of contract) in full satisfaction and discharge of said contract.

That the Owner is hereby released from any claim which might arise out of said Contract.

The word "liens" as used in this affidavit shall mean any and all arising under the operation of the Florida Mechanic's Lien Law as set forth in Chapter 713, Florida Statutes.

Sworn and subscribed to before me

_____
AFFIANT

This _____ day of_____ , 20 _____

By: _____

_____
NOTARY PUBLIC

My Commission Expires: _____

BID BOND

(Not to be filled out if a certified check is submitted)

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, _____ _____ as Principal, and _____ _____ as Surety, who's address is _____ _____, are held and firmly bound unto the City of Madeira Beach, Florida, in the sum of _____ Dollars ($ _____) (being a minimum of 5% of Contractor's Total Bid Amount) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that if the attached Proposal of _____ _____ as Principal, and _____ as Surety, for work specified as: _____ _____

all as stipulated in said Proposal, by doing all work incidental thereto, in accordance with the plans and specifications provided here for, all within Pinellas County, is accepted and the contract awarded to the above named bidder, and the said bidder shall within ten days after notice of said award enter into a contract, in writing, and furnish the required Performance Bond with surety or sureties to be approved by the City Manager, this obligation shall be void, otherwise the same shall be in full force and virtue by law and the full amount of this Bid Bond will be paid to the City as stipulated or liquidated damages.

Signed this _____ day of _____, 20 ___

(Principal must indicate whether corporation, partnership, company or individual)

Principal: _____

By: _____

Title: _____

Surety: _____

(The person signing shall, in their own handwriting, sign the principal's name, their own name, and their title; where the person is signing for a Corporation, they must, by Affidavit, show their authority to bind the Corporation).

Memorandum

Meeting Details: August 12, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Disaster Debris Management Participation Agreement with DRC

Background

The City of Madeira Beach has previously entered into and fully executed an Interlocal Agreement (ILA) for Disaster Debris Collection, Removal, and Monitoring. The City funded its participation in this agreement to ensure access to competitively procured emergency debris management contracts and to enhance its disaster preparedness and recovery capabilities.

Participation in the ILA provides the City with access to pre-qualified contractors that have been competitively selected in accordance with applicable procurement requirements. Establishing these contractual relationships prior to a disaster is a recognized best practice and helps ensure the City can respond quickly following a declared emergency while maintaining compliance with state and federal procurement requirements, including those associated with potential FEMA reimbursement.

The Participation Agreement with DRC Emergency Services, LLC is an administrative document that allows the City to utilize the contracts available through the previously executed ILA. Execution of this agreement does not obligate the City to expend funds or initiate work. Instead, it establishes the contractual relationship necessary for the City to issue work authorizations if disaster debris management services become necessary following a future emergency.

Having these agreements in place before a disaster occurs significantly reduces response time and enables the City to mobilize qualified contractors immediately after an event, minimizing delays in

debris removal, restoring safe access to public facilities and roadways, and supporting the community's recovery.

Importance of the Agreement

Approval and execution of the Participation Agreement provides several important benefits:

- Implements the City's previously executed and locally funded Interlocal Agreement for disaster debris collection, removal, and monitoring.
- Allows the City to utilize competitively procured emergency debris management contracts without conducting emergency procurements following a disaster.
- Supports compliance with applicable procurement requirements for potential state and federal disaster reimbursement.
- Improves the City's ability to rapidly respond to hurricanes, tropical storms, and other declared emergencies.
- Reduces recovery time by ensuring qualified contractors are immediately available when needed.
- Strengthens the City's overall emergency preparedness and resiliency planning.

Fiscal Impact

There is no immediate fiscal impact associated with approval of the Participation Agreement. Costs are incurred only if the agreement is activated following a declared emergency and services are authorized by the City. Funding for any activated services would be brought before the Board, as appropriate, and may be eligible for reimbursement through applicable state and federal disaster assistance programs.

Recommendation(s)

Staff recommends the Board of Commissioners approved the participation agreement with DRC.

Attachments

- DRC Agreement

EXHIBIT A.1

PARTICIPANT AGREEMENT FOR DISASTER DEBRIS COLLECTION AND REMOVAL SERVICES AS PART OF COUNTY CONTRACT 25-0644-P

This contract entered into this ___day of _____, 2026, by and between the City/Town of Madeira Beach, a political subdivision of the State of Florida, whose address is 300 Municipal Drive Madeira Beach, FL 33708, hereinafter called "CITY/TOWN", and DRC Emergency Services, LLC an Incorporated Company whose address is 111 Veterans Blvd. Suite 1420 Metairie, LA 70005, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Contract 25-0644-P for Disaster Debris Collection and Removal Services ("County Contract") the CITY/TOWN desires to enter into an agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and County Contract.

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Contract shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN."
2. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Emergency Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
3. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Emergency Contract.
4. This Contract will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
5. This Contract may be terminated by either party in accordance with the termination provisions set forth in the County Emergency Contract.

CONTRACTOR

By: _____

Print Name: Kristy Fuentes

Title: Vice President, Treasurer, Secretary

Date: 5/1/26

ATTEST: Kimberly Esteves

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

Memorandum

Meeting Details: August 12, 2026

Prepared For: Mayor & Board of Commissioners

From: Megan Wepfer, Public Works Director

Subject: Amendment to RFP No. 26-05 – Marina Seawall Replacement #2 to Include 129th Avenue (Area 5) Seawall Replacement

---

Background

The City previously awarded RFP No. 26-05 – Marina Seawall Replacement #2 to Speeler Companies for the replacement of multiple municipal seawalls. Speeler is currently under an active contract with the City and has demonstrated the specialized marine construction experience, equipment, and personnel necessary to complete seawall replacement projects efficiently.

During development of the Area 5 Roadway and Drainage Improvements Project, staff identified the City-owned seawall adjacent to the 129th Avenue City Park as being in need of replacement. The stormdrain that outfall from this seawall will also be replaced.

A separate proposal was previously obtained from Speeler Companies for replacement of approximately 40 linear feet of seawall at this location. The proposal includes:

- Installation of new vinyl sheet piling
- New tie-back anchoring system
- Reinforced concrete seawall cap
- Drainage system behind the seawall
- Concrete fill between the existing and proposed seawall
- Utility chase sleeves for future water and electrical services

The total construction cost for the seawall replacement is $46,950, exclusive of engineering and permitting costs.

Staff has evaluated two options for completing this work:

Option 1 – Include the seawall replacement within the Area 5 Piggyback Agreement with Keystone Excavators

This option would require Keystone Excavators to subcontract specialty marine work or procure a separate marine contractor. This approach would likely include additional contractor markups, increased administrative coordination, and higher overall project costs.

Option 2 – Amend the existing Speeler Companies contract

Because Speeler Companies is already under contract with the City for municipal seawall construction, the City may amend the existing agreement to include the additional seawall replacement.

This option provides several advantages:

- Eliminates unnecessary contractor markups.
- Reduces procurement and contract administration costs.
- Utilizes a contractor specializing in marine construction.
- Maintains continuity of construction standards and materials.
- Allows better coordination with the Area 5 roadway project.
- Minimizes construction delays between seawall replacement and roadway improvements.
- Provides the most cost-effective solution for the City.

Staff believes this approach represents the best value while reducing overall project costs.

Fiscal Impact

The proposed contract amendment would add approximately **$46,950** for construction of the seawall replacement at the 129th Avenue City Park location, with engineering and permitting to be addressed separately as required.

Staff anticipates this amendment will result in an overall savings to the City when compared to incorporating the seawall replacement into the Area 5 Piggyback Agreement, where additional subcontractor markups and administrative costs would be incurred.

Recommendation(s)

Staff recommends the Board authorize an amendment to the existing RFP No. 26-05 – Marina Seawall Replacement #2 contract with Speeler Companies to include the replacement of the City-owned seawall located at 129th Avenue (Area 5 City Park).

Amending the existing contract will utilize a qualified marine contractor already under contract with the City, reduce procurement and construction costs, improve project coordination with the Area 5 Roadway

Improvements Project, and provide the most cost-effective solution for completing this critical infrastructure improvement.

Attachments

- Speeler Foundation RFP 26-05 Bid Submittal
- Speeler Proposal

Speeler Companies

6111 142nd Ave North Clearwater, FL 33760
727-535-5735 (Phone) 727-535-6041 (Fax)
Marine Specialty License – License # C-8853 & C-6981

CONTRACT

DATE: 6/24/2026

Submitted To:	Work Performed:
City of Madeira Beach c/o Megan Wepfer 727-543-8154 mwepfer@madeirabeachfl.gov	City Park 129th Ave Madeira Beach, FL

Project Description:
Install approximately 40'+/- L/F of new vinyl seawall, concrete cap, anchoring system.

Contractor's Responsibility:

- Install vinyl sheet piling using Vanguard x 14' long sheets (or equivalent).
- Install a new anchoring system using 1" x 16' steel tie back rods (PVC encased) into concrete deadmen or 1" x 16' hot dip galvanized tie back rods attached to Manta MRSR earth anchors.
- Construct a structural steel cap cage using #4 and #5 grade 60 rebar or fiberglass rebar horizontally and #3 grade 60 or fiberglass rebar stirrups spaced every 12" on center.
- Form & pour a new cap measuring approximately 18"F x 32 +/-"T x 12"B using a minimum 5,000 PSI concrete.
- Fill the corrugated cell between the old and new wall with 4,000 PSI concrete or crushed concrete based on engineers' specifications.
- Install a new drainage system using 1-1/4" x 4' well point drains, 3" above the high-water line and spaced every 6' on center.
- Install one (1) each water and electric chase tubes through cap at owner's direction.

Speeler Companies does not perform any electrical work. All electrical must be completed by licensed electrical contractor. Recommendations will be provided upon request.

Owners Responsibilities:

- Remove and replace all utilities (water and electricity), pavers, fences, shrubbery, sod, irrigation**. (Unless specified above under contractor responsibility)**
- Provide a location to store material and equipment.
- Provide free use of water and electricity.

ALL WORK IS SUBJECT TO ENGINEERING AND PERMIT APPROVAL

Budget:

Deposit Fee (non-refundable)	$	5000.00
Due upon mobilization	$	20,475.00
Due upon seawall cap pour	$	20,475.00
Due upon final walk-through acceptance	$	1,000.00
Total Cost Proposal (Permit and Engineering Additional)	**$**	**46,950.00**

BUYER'S RIGHT TO CANCEL

THIS IS A HOME SOLICITATION SALE, AND IF YOU DO NOT WANT THE GOODS OR SERVICES, YOU MAY CANCEL THIS AGREEMENT BY PROVIDING WRITTEN NOTICE TO THE SELLER IN PERSON, BY TELEGRAM, OR BY MAIL. THIS NOTICE MUST INDICATE THAT YOU DO NOT WANT THE GOODS OR SERVICES AND MUST BE DELIVERED OR POSTMARKED BEFORE MIDNIGHT OF THE THIRD BUSINESS DAY AFTER YOU SIGN THIS AGREEMENT. IF YOU CANCEL THIS AGREEMENT, THE SELLER MAY NOT KEEP ALL OR PART OF ANY CASH DOWN PAYMENT.

ONCE CONTRACTOR FILES NOTICE OF COMMENCEMENT, THE DEPOSIT IS FULLY EARNED AND IS NON-REFUNDABLE. PROOF OF PERMIT FILING WILL BE PROVIDED UPON REQUEST. PAYMENT TO BE MADE BY CHECK PAYABLE TO "SPEELER COMPANIES" WHICH CHECK IS DUE AND PAYABLE AT THE ADDRESS SET FORTH ABOVE. NO CASH PAYMENTS ACCEPTED. THE TERMS AND CONDITIONS SET FORTH HEREIN AND ON THE PAGES THAT FOLLOW GOVERN THE RIGHTS AND RESPONSIBILITIES OF THE PARTIES HERETO.

Assumptions:

- Any work going beyond the scope of the services set forth here will result in additional charges that the client would be notified of in writing.
- A $5,000 non-refundable deposit is due in advance. 33% of contracted price due upon permit approval. 33% of contracted price due upon delivery of materials to Speeler. REMAINDER DUE UPON COMPLETION OF WORK PERFORMED BY SPEELER COMPANIES
- Additional costs associated with permitting will be billed at cost, with no additional markup.
- The proposal provided is based upon current costs and availability of materials. Due to GENERAL ECONOMIC CONDITIONS AND THE EFFECTS OF COVID 19 we may experience increases in material costs that are beyond our control. We will address this with you VIA CHANGE ORDER prior to beginning your project if it is necessary.

I/We accept the terms and conditions of this proposal and agree to make payments as stated above.

Customer Signature: _____ Date: _____

Customer Signature: _____ Date: _____

This proposal is valid for 30 days from the above date and is subject to engineering approval.

Disconnecting Electric to Dock

1. All electrical lines will need to be disconnected from the dock.
2. The lines will need to be pulled to the landside and wrapped up approximately 5-7’ behind the seawall.
3. After the seawall construction is complete, Speeler Companies will leave a “chase” tube through the new seawall cap for your electrician to reconnect the electrical to the dock.
4. If electric lines have not been disconnected per the above instructions Speeler Companies cannot begin project until electrical disconnection is completed.

TERMS AND CONDITIONS

(1) **DEFINITIONS:** As used in this Contract, SPEELER COMPANIES and CONTRACTOR shall mean the party authorized to perform the work described above under the terms of this Contract. PURCHASER, as used in this Contract, shall mean the owner of the real or personal property upon which the furnishing of labor, materials or equipment is authorized, or the owner's authorized agent or assigns who shall authorize such work under this Contract.

(2) CONTRACT WORK, PRICE AND SCOPE LIMITATIONS: The Price shown on this Contract does not include permitting fees, electrical, plumbing, lighting, or other utilities, or any engineering or architectural fees unless specifically listed herein. **Contractor does not perform any electrical work**. **All electrical work must be disconnected prior to commencement of the project**. PURCHASER must contract separately for all electrical and plumbing work. Additional acknowledgments and limitations are attached hereto as Exhibit "A", are a material part of this Contract and must be initialed by the PURCHASER prior to commencement of the Work. **ALL DIMENSIONS ARE APPROXIMATE AND MAY VARY DUE TO CONSTRUCTION MATERIALS, TRIMMING AND SITE CONDITIONS.**

(3) **RESPONSIBILITIES OF THE PARTIES REGARDING PERMITTING:** Unless otherwise agreed, Contractor will apply for the permits necessary for this project. The parties acknowledge that multiple permits from authorizing agencies may be required. PURCHASER, at PURCHASER's sole expense, will provide Contractor with all documents required by the permitting agency, including but not limited to, surveys, plats, blueprints, Association approval letters, variance signatures from neighbors and any other documents as mandated by the permitting agency. As the permitting requirements are not determined by Contractors, PURCHASER agrees that Contractor shall not be liable for any permits that cannot be obtained. The contractor will advise and assist PURCHASER with applicable code and permitting requirements. Notwithstanding the foregoing, the parties acknowledge that permitting agencies can and do change permitting and code requirements and that such changes may require the submission of additional documentation and/or revisions to the work to be performed. In the event of changes to permitting and code requirements that necessitate additional labor, materials and/or services for the project, Contractor will prepare a Change Order setting forth the required changes and the cost thereof; payment for the Change Order is due as stated in Section (4) below.

(4) **CHANGES: CONTRACTOR** shall make all alterations, furnish the materials or services for and perform all extra work or omit any work which PURCHASER may require without modifying any other provision of this Contract at a reasonable addition to or reduction from the Contract price herein. PURCHASER specifically agrees to pay for all changes which he or she may authorize, either orally or in writing, which are not a part of this Contract. Unless otherwise specifically agreed to in writing, the amount due for such extra work shall be the cost of such work plus twenty-five (25%) percent of the cost, which amount is comprised of 15% for CONTRACTOR's overhead and 10% for profit.

(5) **WARRANTIES AND LIMITATIONS**: SPEELER COMPANIES warrants all labor for a period of 25 years from the date of substantial completion to be within industry standards. An absolute condition precedent to the warranties set forth in this paragraph is PURCHASER's full compliance with all obligations set forth herein, including without limitation, all timely payments pursuant to the provisions of this contract as well as the notice requirements of Chapter 558. Upon receipt of final payment, Contractor will provide PURCHASER with all manufacturer and dealer warranties and guarantees on equipment and materials installed at the project. PURCHASER agrees that Contractor shall have no liability for or with respect to any equipment and/or materials purchased or furnished by others in connection with the design and construction of the project, including, but not limited to, boat or PWC lifts; utility and water services; decking, wood, concrete and the like. PURCHASER agrees to look solely at the manufacturer of such equipment and/or materials for any and all damages, defects and warranty claims and further agrees to hold Contractor harmless as to any and all liability associated therewith.

NOTE: Counties in Central Florida have experienced a severe worm infestation which may potentially damage dock pilings. It is SPEELER COMPANIES' strongest recommendation that all pilings be wrapped by others to prevent damage to the pilings. Unless specifically set forth herein, this Contract does NOT include wrapping of pilings. NO LIABILITY WHATSOEVER will be assumed by SPEELER COMPANIES for any infestation of worms or similar infestations which affect the dock structure.

TERMS AND CONDITIONS

(6) **DELAYS:** CONTRACTOR shall not be liable to PURCHASER for delay in the work hereunder by the act, neglect or fault of PURCHASER, or by reason of fire or other casualty, or on account of riots, strikes, or other combined action of the workmen or others, or on the account of any acts of God, delays caused by weather or any other cause beyond CONTRACTOR'S control, including the unavailability or delay in the delivery of materials. Additionally, in the event any drilling, jetting and/or hammering activities by Contractor cannot be correctly completed due to impenetrable bottomland, irregular soil or other natural conditions, the same will be considered a force majeure. Upon the discovery of such condition, Contractor shall be entitled to charge, and Owner agrees to pay the additional fees and costs for the additional labor and/or materials required to address the condition and complete the activity. In such event, Contractor will prepare a Change Order setting forth the additional labor and/or materials required and the cost thereof; payment for the Change Order is due as stated in Section (4). PURCHASER specifically acknowledges that no completion date has been guaranteed and that there shall exist no damages for any delay in the completion of the contract hereunder. The contractor shall be solely responsible for the means and methods of construction of the project and for the performance of the work performed hereunder.

(7) **DISPUTES**: In the event of any lawsuit arising out of this Contract, or the work to be performed thereunder, the venue of such suit shall lie in Pinellas County, Florida, and PURCHASER waives whatever rights he may have in the selection of venue. The prevailing party shall be entitled to recover from the losing party all costs of any litigation to enforce or defend any provision of this Contract, including all appeals filed on behalf of either party. Such costs shall include, but are not limited to, a reasonable attorney's fee and expert witness fees. This Contract shall be governed by the laws of the State of Florida. **THE PARTIES HERETO HEREBY VOLUNTARILY AND UNEQUIVOCALLY WAIVE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.**

(8) **PAYMENTS AND INTEREST ON UNPAID BALANCE:** Payments are due in accordance with the terms set forth herein regardless of any lender disbursement schedule. PURCHASER hereby authorizes any lender to make payments directly to CONTRACTOR whether or not such lender was referred by or affiliated with CONTRACTOR. "Completion of the Work" as used herein relating to final payment, shall mean "substantial completion" which should be defined as the earlier of the date upon which PURCHASER is able to utilize the labor, materials or equipment provided by CONTRACTOR for its intended purpose, regardless of whether punch list or warranty items remain incomplete. Should PURCHASER fail to timely make any payment hereunder, interest shall be charged on the unpaid principal balance at the rate of 1-1/2% per month until paid.

(9) **RIGHT TO STOP WORK OR TERMINATE CONTRACT**: CONTRACTOR shall have the right to stop work if payments are not made when due under this Contract and may keep the job idle until all payments have been received. In the event any payments dues hereunder are past due for a period exceeding ten (10) days, CONTRACTOR may declare a material breach under this Contract and terminate all further performance hereunder. At such time, CONTRACTOR shall be entitled to all damages set forth in the default provisions hereunder or otherwise allowed under Florida law.

(10) **ACCEPTANCE AND FINAL PAYMENT:** PURCHASER'S acknowledgment of, or acceptance of any labor, materials or equipment furnished pursuant to the terms of this Contract, shall constitute PURCHASER'S acceptance of said labor and materials and the making of the Final Payment hereunder shall constitute a waiver of all claims which PURCHASER has, or may have, against CONTRACTOR.

(11) **BINDING EFFECT AND SEVERABILITY**: This Contract shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto. Should any provision or portion of this Contract be adjudged invalid, illegal, unconscionable or in conflict with any law of the state of Florida, the validity, legality and enforceability of all remaining portions and provisions of this Contract shall not be affected or impaired thereby.

(12) **ENTIRE AGREEMENT**: This Contract, including the Contract Notices and Disclosures, contains all of the terms and conditions as agreed by the parties hereto, and no other agreements, instruments or papers, oral or otherwise, respecting the subject matter of this Contract, shall be deemed to exist or to bind any of the parties hereto, subject to the provisions of paragraph (4) herein.

(13) **Material Escalation Clause:** If, during the performance of this contract, the cost of materials significantly increases, through no fault of contractor, the price of this contract shall be equitably adjusted by an amount reasonably necessary to cover any such significant increase in the costs of materials. As used herein, a significant coast increase shall mean any increase in materials exceeding 5% experienced by contractor from the date of the contract signing. Such increase in material costs shall be documented through quotes, invoices, or receipts. Where the delivery of materials delayed, through no fault of the contractor shall not be liable for any additional costs or damages associated with such delay(s).

TERMS AND CONDITIONS

I HEREBY CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS CONTAINED HEREIN AND THE CONTRACT NOTICES AND DISCLOSURES, AND I AGREE TO ALL OF THE PROVISIONS, TERMS AND CONDITIONS THEREOF.

Speeler Companies

_____ _____

Signature Doug Speeler

_____

Print Name/Title

Date_____

FIRST AMENDMENT TO AGREEMENT FOR SEAWALL REPLACEMENT SERVICES

This First Amendment (the "First Amendment") to the Agreement for Golden Gate Point Streetscape Maintenance Services (the "Agreement") between the City of Madeira Beach (the "City") and BCJ 2 LLC, a Florida limited liability company (the "Contractor"), which entities are collectively referred to as the "Parties", is made and entered into this **12th day of August, 2026** (the "Effective Date"), as follows:

WHEREAS, on May 28th 2026, the City and Contractor entered into an Agreement with Contractor for replacement of a section of City Marina seawall for a cost of $151,900; and

WHEREAS, the City has identified an additional section of City Marina seawall which also needs to be replaced but which had not originally been included within the scope of RFP 26-05; and

WHEREAS, the City has asked the Contractor for a price proposal to complete the additional seawall replacement which Contractor has provided; and

WHEREAS, the City staff has examined the proposed cost and recommends that the additional work be approved by the Commission; and

WHEREAS, the City Commission of the City of Madeira Beach finds that it is in the City's best interests to enter this First Amendment.

NOW, THEREFORE, in consideration of the foregoing exordial clauses, the Parties hereto agree as follows:

1. In addition to the initial Scope of Work set forth in RFP 26-05 and agreed to in the Agreement, the Agreement is hereby amended to add the following scope of work:

   Project Description:

   Install approximately 40'+/- L/F of new vinyl seawall, concrete cap, anchoring system on the portion of City Marina seawall depicted in **Attachment "A"**.

   Contractor's Responsibility:

   - Install vinyl sheet piling using Vanguard x 14' long sheets (or equivalent).
   - Install a new anchoring system using 1" x 16' steel tie back rods (PVC encased) into concrete deadmen or 1" x 16' hot dip galvanized tie back rods attached to Manta MRSR earth anchors.

- Construct a structural steel cap cage using #4 and #5 grade 60 rebar or fiberglass rebar horizontally and #3 grade 60 or fiberglass rebar stirrups spaced every 12" on center.
- Form & pour a new cap measuring approximately 18"F x 32 +/-"T x 12"B using a minimum 5,000 PSI concrete.
- Fill the corrugated cell between the old and new wall with 4,000 PSI concrete or crushed concrete based on engineers' specifications.
- Install a new drainage system using 1-1/4" x 4' well point drains, 3" above the high-water line and spaced every 6' on center.
- Install one (1) each water and electric chase tubes through cap at owner's direction.

Contractor does not perform any electrical work. All electrical must be completed by licensed electrical contractor. Recommendations will be provided upon request.

Owners Responsibilities:

- Remove and replace all utilities (water and electricity), pavers, fences, shrubbery, sod, irrigation. **(Unless specified above under contractor responsibility)**
- Provide a location to store material and equipment.
- Provide free use of water and electricity.
- All electrical lines will need to be disconnected from the dock.
- The lines will need to be pulled to the landside and wrapped up approximately 5-7' behind the seawall.
- After the seawall construction is complete, Contractor will leave a "chase" tube through the new seawall cap for City's electrician to reconnect the electrical to the dock.
- If electric lines have not been disconnected per the above instructions Contractor cannot begin project until electrical disconnection is completed.

ALL WORK IS SUBJECT TO ENGINEERING AND PERMIT APPROVAL

2. The Contractor shall be paid for the work covered by this First Amendment as follows:

Deposit Fee (non-refundable)	$	5000.00
Due upon mobilization	$	20,475.00
Due upon seawall cap pour	$	20,475.00
Due upon final walk-through acceptance	$	1,000.00
Total Cost (Permit and Engineering Additional)	**$**	**46,950.00**

3. Notwithstanding the actual date(s) of execution by the Parties, the Effective Date of this First Amendment shall be the Effective Date provided for in the introductory paragraph.

4. All other terms and conditions of the Agreement shall remain in effect and are not altered by the adoption of this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be duly executed.

BCJ 2 LLC

Douglas Speeler, Jr., Managing Member

CITY OF MADEIRA BEACH

Anne-Marie Brooks, Mayor

Attachment "A"
Area of Seawall to be Replaced

Memorandum

Meeting Details:	August 12, 2026 – BOC Regular Meeting
Prepared For:	Honorable Mayor Brooks and the Board of Commissioners
Staff Contact:	Community Development Department
Subject:	Pinellas County ILA Vendor Contracts For Post Disaster Recovery

Background & Discussion:

As presented in the April 8, 2026 BOC meeting, Pinellas County developed an Interlocal Agreement to facilitate the cooperative procurement of post-storm disaster recovery services across municipalities within the County. The agreement was in accordance with Section 163.01, Florida Statutes, and is intended to provide municipalities with access to competitively procured contractors capable of supporting post-disaster recovery operations.

On April8, 2026 the city executed the Interlocal Agreement between the County and Madeira Beach, which then allowed us to move forward with entering into individual contracts with the selected vendors. The contracts have been reviewed by the city attorney, signed by the vendors and are now before the city to execute the individual contracts.

Fiscal Impact:

Costs will only be incurred when assistance is requested post disaster and will be in accordance with the attached Vendor Summary Pricing Schedule. Please note the firms all agreed to not charge overtime premiums or reimbursables. These costs may be eligible for FEMA reimbursement.

Recommendation(s):

- Approve execution of the 6 individual vendor contracts listed below.

Attachments/Corresponding Documents:

Executed ILA between the City and the County

Vendor Pricing Summary

Vendor Executed ILA Agreements with the following organizations:

- AECOM
- Gulf Atlantic Engineers
- HR Green
- Lemoine
- Struction Solutions
- Tetra Tech

INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS

FOR

THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES

WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

SECTION 2
OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNCIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

SECTION 4
OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

SECTION 5
HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

SECTION 6
FILING WITH CLERK

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

SECTION 7
EFFECTIVE DATE, TERM, AND TERMINATION

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8
TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

SECTION 10
APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: _____
Barry A. Burton County Administrator

MUNICIPALITY
By: _____
Authorized Officer
Mayor Anne-Marie Brooks

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement
(attached, template for municipalities to sign with selected contractors

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County *(cities, towns and unincorporated county)* such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

REQUIREMENTS

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC)and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a "safe home" environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management

1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation
2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.
- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

  - Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

D. Communications/Technical Support

  - Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. _____

This Agreement entered into this _____ day of _____, 2025, by and between _____, a municipal corporation of the State of Florida, whose address is _____, hereinafter called "CITY/TOWN", and XYZ COMPANY, an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.
2. For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.
3. The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.
4. The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.
5. This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.
6. This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By:_____

Print Name:_____

Title:_____

Date:_____

CITY/TOWN

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

Scope of Work

Having qualified staffing in-place in a scalable contract available to all 24 cities and towns. The professional services will include:

- Florida Building Code administration
- Floodplain Management
- Code Enforcement
- Communications Support

Ranking

Vendor	Total Score	Ranking
Tetra Tech, Inc.	939	1
Struction Solutions	911	2
AECOM Technical Services	905	3
Lemoine Disaster Recovery, LLC	897	4
Tidal Basin Government Consulting, LLC	842	5
HR Green, Inc.	831	6
Gulf Atlantic Engineers, P.A.	626	7
JPI	56	8
Hage Fence Repair of TB Inc	44	9

Key Contract Terms

1. Interlocal Agreement (ILA) to be executed by each city/town with Pinellas County
2. Each city/town enters into own contract with vendor(s)
3. Duration of Agreement: 5 years
4. Unit prices adjustable after 12 months and thereafter annually (to exceed CPI or 5%, whichever is less)
5. Contract Extension: up to two 12-month periods

Staffing

Position Title	Unit of Measure	AECOM	Gulf Atlantic Engineers	HR Green	Lemoine	Structure Solutions	Tetra Tech	Tidal Basin
Certified Building Official	Each	35			1	10	5	10
Plans Examiner	Each	25	1		10	12	10	10
Building Inspector	Each	304	2		10	15	15	5
Architect	Each	515	1		2	5	5	5
Engineer	Each	3,859	2	4	2	300	25	5
Permit Technician	Each	847	1	7	10	15	25	26
Supervisor/Project Manager	Each	3,437	2	1	5	40	50	11
GIS Specialist	Each	336		3	1	12	15	3
Substantial Damage (SD) Inspector	Each	273	2		20	425	250	150
Certified Floodplain Manager	Each	202	2	7	1	25	25	15
Certified Appraiser	Each	41	1		4	5	25	10
Building Cost Estimator	Each	127	4		2	130	50	20
Code Inspector	Each	20			4	10	125	10
Communications Support	Each	315	2	4	20	75	150	15

Pricing Schedule

Position Title	AECOM	Gulf Atlantic Engineers	HR Green	Lemoine	Structure Solutions	Tetra Tech	Tidal Basin
Certified Building Official	$180.00			$245.00	$160.00	$225.00	$172.00
Plans Examiner	$170.00	$125.00		$170.00	$145.00	$225.00	$140.00
Building Inspector	$145.00	$125.00		$150.00	$150.00	$225.00	$155.00
Architect	$170.00	$150.00		$245.00	$250.00	$200.00	$197.00
Engineer	$205.00	$175.00	$210.00	$245.00	$225.00	$250.00	$209.00
Permit Technician	$115.00	$120.00	$115.00	$100.00	$135.00	$135.00	$147.00
Supervisor/Project Manager	$205.00	$175.00	$230.00	$175.00	$170.00	$165.00	$191.00
GIS Specialist	$140.00		$150.00	$175.00	$155.00	$95.00	$163.00
Substantial Damage (SD) Inspector	$150.00	$175.00		$125.00	$145.00	$110.00	$130.00
Certified Floodplain Manager	$145.00	$175.00	$210.00	$175.00	$200.00	$185.00	$206.00
Certified Appraiser	$165.00	$150.00		$130.00	$155.00	$125.00	$222.00
Building Cost Estimator	$145.00	$140.00		$130.00	$140.00	$165.00	$199.00
Code Inspector	$150.00			$160.00	$165.00	$110.00	$163.00
Communications Support	$110.00	$120.00	$210.00	$90.00	$115.00	$100.00	$140.00

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I#: 2026151232 BK: 23582 PG: 2512, 06/04/2026 at 03:59 PM, RECORDING 17
KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK:
clk107656

INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS

FOR

THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES

WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

SECTION 2
OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNCIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

SECTION 4
OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

SECTION 5
HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

SECTION 6
FILING WITH CLERK

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

SECTION 7
EFFECTIVE DATE, TERM, AND TERMINATION

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8
TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

SECTION 10
APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: Barry Burton
Barry A. Burton County Administrator

APPROVED AS TO FORM
By: *David Barrera*
Office of the County Attorney

CITY OF MADEIRA BEACH
MUNICIPALITY
By: Anne-Marie Brooks
Authorized Officer
Mayor Anne-Marie Brooks

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida, Witness my hand and seal of said County FL this 6th day of June, 2025.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.
By _____
Deputy Clerk

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement
(attached, template for municipalities to sign with selected contractors

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County *(cities, towns and unincorporated county)* such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

REQUIREMENTS

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC)and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a "safe home" environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management

1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation
2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
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- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

D. Communications/Technical Support

- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

PINELLAS COUNTY FL OFF. REC. BK 23582 PG 2527

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763

This Agreement entered into this 10th day of June, 2026 ~~2025~~, by and between Madeira Beach, a municipal corporation of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach FL 33708, hereinafter called "CITY/TOWN", and AECOM Technical Services, Inc. an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.**
2. **For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.**
3. The CONTRACTOR agrees to furnish all on-call post-storm disaster recovery support services ordered as set forth in the County Contract, and to the reasonable satisfaction of the CITY or its duly authorized representative, consistent with the degree of professional care and skill ordinarily exercised by professionals practicing the same discipline in the same locality under similar circumstances and project conditions.
4. **The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.**
5. **This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.**
6. **This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.**

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By: _____

Print Name: Timothy M. Hallinan

Title: Vice President

Date: June 12, 2026

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

I#: 2026151232 BK: 23582 PG: 2512, 06/04/2026 at 03:59 PM, RECORDING 17
KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK:
clk107656

INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS

FOR

THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES

WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

SECTION 2

OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNCIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

SECTION 4
OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

SECTION 5
HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

SECTION 6
FILING WITH CLERK

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

SECTION 7
EFFECTIVE DATE, TERM, AND TERMINATION

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8
TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

SECTION 10
APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: Barry Burton
Barry A. Burton County Administrator

APPROVED AS TO FORM
By: *David Barrera*
Office of the County Attorney

CITY OF MADEIRA BEACH
MUNICIPALITY
By: Anne-Marie Brooks
Authorized Officer
Mayor Anne-Marie Brooks

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida, Witness my hand and seal of said County FL this 6th day of June, 2025.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.
By _____
Deputy Clerk

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement
(attached, template for municipalities to sign with selected contractors

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County *(cities, towns and unincorporated county)* such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

REQUIREMENTS

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC)and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a "safe home" environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management

1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation
2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.
- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

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- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

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EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

PINELLAS COUNTY FL OFF. REC. BK 23582 PG 2527

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763

This Agreement entered into this 10th day of June, 2026 ~~2025~~, by and between Madeira Beach, a municipal corporation of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach FL 33708, hereinafter called "CITY/TOWN", and Gulf Atlantic Engineers, PA an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.**
2. **For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.**
3. **The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.**
4. **The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.**
5. **This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.**
6. **This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.**

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By: Richard Coates

Print Name: Richard Coates

Title: President

Date: June 12, 2026

CITY/TOWN

By:_____

Print Name:_____

Title:_____

Date:_____

ATTEST:_____

(CITY/TOWN SEAL)

I#: 2026151232 BK: 23582 PG: 2512, 06/04/2026 at 03:59 PM, RECORDING 17
KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK:
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INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS

FOR

THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES

WITHIN GEOGRAPHIC PINELLAS COUNTY

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Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

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- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

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1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

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OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNCIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

SECTION 4
OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

SECTION 5
HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

SECTION 6
FILING WITH CLERK

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

SECTION 7
EFFECTIVE DATE, TERM, AND TERMINATION

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8
TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

SECTION 10
APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: Barry Burton
Barry A. Burton County Administrator

APPROVED AS TO FORM
By: *David Barrera*
Office of the County Attorney

CITY OF MADEIRA BEACH
MUNICIPALITY
By: Anne-Marie Brooks
Authorized Officer
Mayor Anne-Marie Brooks

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 6th day of June, 2025.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.
By _____
Deputy Clerk

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement
(attached, template for municipalities to sign with selected contractors

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County *(cities, towns and unincorporated county)* such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

REQUIREMENTS

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC)and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a "safe home" environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management

1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation
2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.
- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

D. Communications/Technical Support

- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

PINELLAS COUNTY FL OFF. REC. BK 23582 PG 2527

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763

This Agreement entered into this 10th day of June, 2026 ~~2025~~, by and between Madeira Beach, a municipal corporation of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach FL 33708, hereinafter called "CITY/TOWN", and HR Green, Inc an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.**
2. **For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.**
3. **The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.**
4. **The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.**
5. **This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.**
6. **This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.**

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR HR Green, Inc.

By: Timothy J. Hartnett

Print Name: Timothy J. Hartnett

Title: President - Municipal Services

Date: 6/17/26

CITY/TOWN Madeira Beach

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

I#: 2026151232 BK: 23582 PG: 2512, 06/04/2026 at 03:59 PM, RECORDING 17
KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK:
clk107656

INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS

FOR

THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES

WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

SECTION 2
OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNCIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

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All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

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Clearwater, FL 33756

Kmcandrew@pinellas.gov

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See contact information on Signature Page

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PINELLAS COUNTY, by and
through its County Administrator

By: Barry Burton
Barry A. Burton County Administrator

APPROVED AS TO FORM
By: *David Barrera*
Office of the County Attorney

CITY OF MADEIRA BEACH
MUNICIPALITY
By: Anne-Marie Brooks
Authorized Officer
Mayor Anne-Marie Brooks

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 6th day of June, 2025.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.
By _____
Deputy Clerk

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement
(attached, template for municipalities to sign with selected contractors

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- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

D. Communications/Technical Support

- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

PINELLAS COUNTY FL OFF. REC. BK 23582 PG 2527

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763

This Agreement entered into this 10th day of June, 2026 ~~2025~~, by and between Madeira Beach, a municipal corporation of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach FL 33708, hereinafter called "CITY/TOWN", and Lemoine Disaster Recovery Services, LLC an Incorporated Company whose address is _____, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.**
2. **For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.**
3. **The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.**
4. **The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.**
5. **This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.**
6. **This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.**

PINELLAS COUNTY FL OFF. REC. BK 23582 PG 2528

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By: _____

Print Name: Benjamin Diebold

Title: President / Resiliency

Date: July. 6. 2026

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

I#: 2026151232 BK: 23582 PG: 2512, 06/04/2026 at 03:59 PM, RECORDING 17
KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK:
clk107656

INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS

FOR

THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES

WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

SECTION 2
OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNCIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

SECTION 4
OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

SECTION 5
HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

SECTION 6
FILING WITH CLERK

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

SECTION 7
EFFECTIVE DATE, TERM, AND TERMINATION

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8
TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

SECTION 10
APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: Barry Burton
Barry A. Burton County Administrator

APPROVED AS TO FORM
By: *David Barrera*
Office of the County Attorney

CITY OF MADEIRA BEACH
MUNICIPALITY
By: Anne-Marie Brooks
Authorized Officer
Mayor Anne-Marie Brooks

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida, Witness my hand and seal of said County FL this 6th day of June, 2025.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.
By _____
Deputy Clerk

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement
(attached, template for municipalities to sign with selected contractors

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County *(cities, towns and unincorporated county)* such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

REQUIREMENTS

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC)and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

PINELLAS COUNTY FL OFF. REC. BK 23582 PG 2521

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a "safe home" environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management

1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation
2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.
- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

D. Communications/Technical Support

- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

PINELLAS COUNTY FL OFF. REC. BK 23582 PG 2527

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR DISASTER RECOVERY SERVICES

AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763

This Agreement entered into this 10th day of June, 2026 ~~2025~~, by and between Madeira Beach, a municipal corporation of the State of Florida, whose address is 300 Municipal Drive, Madeira Beach FL 33708, hereinafter called "CITY/TOWN", and Struction Solutions an Incorporated Company whose address is 10557 Airline Hwy St. Rose, LA 70087, hereinafter called "CONTRACTOR".

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP _____ for Disaster Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.**
2. **For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.**
3. **The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.**
4. **The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.**
5. **This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.**
6. **This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.**

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By: _____

Print Name: Dusty S Lopez

Title: CEO

Date: 7-7-2026

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

I#: 2026151232 BK: 23582 PG: 2512, 06/04/2026 at 03:59 PM, RECORDING 17
KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK:
clk107656

INTERLOCAL AGREEMENT

BETWEEN PINELLAS COUNTY AND LOCAL GOVERNMENTS

FOR

THE COOPERATIVE PROCUREMENTS OF POST STORM RECOVERY SERVICES

WITHIN GEOGRAPHIC PINELLAS COUNTY

THIS AGREEMENT ("Agreement"), entered into on the date of execution by PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and the local government signing this Agreement ("MUNICIPALITY"), jointly referred to herein as ("Parties").

Recitals

WHEREAS, the Parties are authorized to and do make and enter into this Agreement pursuant to Section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969"; and

WHEREAS, many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton such that MUNICIPALITIES located within Pinellas County did not have adequate resources to support and deliver disaster recovery services specific to floodplain management compliance and Florida Building Code compliance; and

WHEREAS, the COUNTY intends to competitively procure or has procured, in compliance with 2 C.F.R. §200.318–200.326 and FEMA guidance, professional services for disaster recovery to support county-wide post-storm recovery operations, including Building Code Administration, Floodplain Management including Substantial Damage Assessment, Code Enforcement, Communications Support, Technical Support, and related recovery services; and

WHEREAS, the MUNICIPALITY recognizes that in the event of a major disaster, it may be unable to timely and effectively administer building code, floodplain management, and code enforcement responsibilities using its own staff and resources; and

WHEREAS, under the terms of the competitively procured contracts, contractors will be available to provide disaster recovery services within geographic Pinellas County, including MUNICIPALITIES therein, should they enter into this Agreement and subsequent participation agreements with the contractors; and

WHEREAS, the intent is for the MUNICIPALITY to receive the benefits of the competitively procured contracts without exposing the COUNTY to any costs or expenses for the services rendered on behalf of the MUNICIPALITY; and

WHEREAS, to foster greater efficiency and ensure coordinated disaster recovery operations, the Parties are entering into this interlocal agreement.

NOW THEREFORE, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

SECTION 1
OBLIGATIONS OF THE COUNTY

1.1 The COUNTY will undertake or has undertaken a competitive procurement process for disaster recovery professional services encompassing the Scope of Work attached hereto as **Exhibit A**.

1.2 The COUNTY will award multiple contracts with capacity to provide county-wide disaster recovery services, including but not limited to:

- Building Code Administration
- Substantial Damage Inspections, Assessments, and Determinations
- Habitability Inspections and temporary repair permits
- Florida Building Code and Floodplain Plan Review
- Building and Manufactured Home Inspections
- Floodplain Management Administration and Enforcement
- Code Enforcement and Compliance Tracking
- Substantial Damage Compliance & Enforcement
- Technical and Communications Support

1.3 The COUNTY will notify potential proposers that the procurement constitutes a joint/cooperative procurement.

1.4 Within thirty (30) days of execution of the disaster recovery contract(s), the COUNTY will notify the MUNICIPALITIES in writing and provide copies of the executed contract(s) to each MUNICIPALITY.

1.5 Should the MUNICIPALITY enter into a participation agreement with the COUNTY's successful contractors, the COUNTY will provide necessary procurement documentation to support FEMA Public Assistance claims.

1.6 The COUNTY will be responsible for seeking FEMA reimbursement **only** for costs incurred directly by the COUNTY.

SECTION 2
OBLIGATIONS OF THE MUNICIPALITY

2.1 The MUNICIPALITY is solely responsible for determining that the County's procurement of the disaster recovery services meets and satisfies the MUNCIPALITY's requirements for any FEMA reimbursement.

2.2 The MUNICIPALITY acknowledges that the COUNTY's procurement complies with federal and FEMA guidance.

2.3 If the MUNICIPALITY elects to use the COUNTY's contracted contractors, it will do so through participation agreements substantially similar to those attached as **Exhibit B**. Written notice of such participation shall be provided to the COUNTY within five (5) business days.

2.4 The MUNICIPALITY will be responsible for all aspects of its participation agreement(s) including but not limited to contract administration, for services rendered on its behalf.

2.5 The MUNICIPALITY will seek FEMA reimbursement as appropriate for its incurred costs.

2.6 The MUNICIPALITY will be responsible for payment of disaster recovery services performed on behalf of the MUNICIPALITY pursuant to the MUNICIPALITY's participation agreement with the contractor(s).

SECTION 3
ADDITIONAL SERVICES

The Parties agree not to enter into additional services agreements with the contractors awarded contracts by the COUNTY except as expressly authorized by the COUNTY's disaster recovery contracts or this Agreement.

SECTION 4
OFFICIAL NOTICE

All notices required by law or by this Agreement to be given by one party to the other shall be in writing and shall be sent to the following respective addresses:

COUNTY:

Pinellas County Building & Development Review Services

Kevin McAndrew, Director

440 Court Street

Clearwater, FL 33756

Kmcandrew@pinellas.gov

MUNICIPALITY:

See contact information on Signature Page

SECTION 5
HOLD HARMLESS

The Parties agree to be responsible for their own actions taken pursuant to this Agreement and/or any agreement entered into pursuant hereto and additionally hold each other harmless should this Agreement or the cooperative procurement of disaster recovery services and the expenses incurred as a result be deemed to be insufficient to receive Public Assistance from FEMA, or any other related reimbursement. Nothing herein is intended to serve as a waiver of sovereign immunity under Section 768.28, Florida Statutes by the Parties. Nothing herein shall be construed as consent by the Parties to be sued by third parties in any manner arising out of this Agreement

SECTION 6
FILING WITH CLERK

This Agreement and any subsequent amendments shall be filed with the Clerk of the Circuit Court of Pinellas County before becoming effective.

SECTION 7
EFFECTIVE DATE, TERM, AND TERMINATION

7.1 This Agreement becomes effective upon execution by the MUNICIPALITY and filing with the Clerk of the Circuit Court of Pinellas County.

7.2 This Agreement remains in effect until canceled in accordance with section 7.3 below or until termination of the COUNTY's contracts, whichever occurs first.

7.3 This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this section, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.

SECTION 8
TERMINATION OF POST STORM RECOVERY SERVICES AGREEMENT

Nothing herein shall prevent the Parties, including COUNTY, from terminating any disaster recovery contracts entered into pursuant to COUNTY RFP Proposal Number 25-0763-RFP in accordance with the termination provisions of those contracts.

SECTION 9

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and representations, written or verbal, concerning the cooperative procurement of disaster recovery services.

SECTION 10
APPLICABLE LAW

This Agreement shall be governed by Florida law, with venue in Pinellas County, Florida.

IN WITNESS WHEREOF, the Parties hereto, governed by the laws of Florida, have caused these presents to be executed by their duly authorized officers and their official seals hereto affixed, with an effective date set forth in Section 7.1 above.

PINELLAS COUNTY, by and
through its County Administrator

By: Barry Burton
Barry A. Burton County Administrator

APPROVED AS TO FORM
By: *David Barrera*
Office of the County Attorney

CITY OF MADEIRA BEACH
MUNICIPALITY
By: Anne-Marie Brooks
Authorized Officer
Mayor Anne-Marie Brooks

I, Kenneth P. Burke, Clerk of the Circuit Court and Clerk Ex-Officio, Board of County Commissioners, do hereby certify that the above and foregoing is a true and correct copy of the original as it appears in the official files of the Board of County Commissioners of Pinellas County, Florida. Witness my hand and seal of said County FL this 6th day of Dec, 2024.
KENNETH P. BURKE, Clerk of the Circuit Court Ex-Officio Clerk of the Board of County Commissioners, Pinellas County, Florida.
By _____
Deputy Clerk

Exhibit A – Scope of Work/Specifications

Exhibit B – Form of Participation Agreement
(attached, template for municipalities to sign with selected contractors

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

OVERVIEW

Many areas of Pinellas County were significantly impacted by Hurricane Helene and Hurricane Milton to the extent where municipalities did not have adequate resources to effectively support and deliver recovery services specific to floodplain management compliance and Florida Building Code compliance.

The intent is to have a broad scope of professional services available to all municipalities in Pinellas County *(cities, towns and unincorporated county)* such that the appropriate resources will be committed and in-place to effectively support post-storm recovery operations. The services defined commence after the preliminary damage assessment phase is completed by each respective municipality. The application of this contract is intended to be "scalable" such that each municipality (*city, town and/or unincorporated county*) utilizing this contract will be able use this in a menu approach selecting what scope of services, staff positions and quantity of staff depending upon resources needed.

The intent is a multi-vendor contract award to support county-wide disaster recovery operations. The County will award a specific number of contracts with the projected capacity to support county-wide recovery services.

OBJECTIVE/JUSTIFICATION

The services to be provided align with the County's strategic priorities for:

RESILIENT INFRASTRUCTURE AND ENVIRONMENT

1.5 Strengthen resilience and adaptation

HEALTHY AND SAFE COMMUNITIES

2.2 Enhance community safety

PROSPERITY AND OPPORTUNITY

3.5 Foster business growth

SMART SERVICE DELIVERY

4.2 Achieve and maintain a high level of customer satisfaction

4.3 Improve efficiency of service delivery through technology

Many communities across Pinellas County did not have the technical resources available to respond effectively, efficiently and compliant with the administration of the Florida Building Code and their respective floodplain management ordinances following Hurricane Helene and Hurricane Milton. The intent of the scope and services to be provided through this contract are to have technical resources on-call to be provided to participating communities county-wide.

REQUIREMENTS

The consultant shall demonstrate prior similar and comparable experience for disaster recovery services over the past five years. The professional services will include:

A. Building Code Administration

- Substantial Damage Inspections
- Substantial Damage Assessments
- Substantial Damage Determinations in coordination with Floodplain Administrator and Building Official
- Habitability Inspections
- Unfit/unsafe and dangerous building evaluations
- Issuance of permits for minor repairs for temporary residence
- Florida Building Code (FBC)and Floodplain Plan Review including substantial improvement review
- Building and Manufactured Home Inspections
- Monitor impacted areas for unpermitted construction activities - Work without Permit (WWP)

- Monitor active permits and inspections for exceeding the scope of the permitted work

B. Floodplain Management Ordinance Administration and Enforcement

- Substantial Damage Assessment Management
- Compliance and Enforcement Tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement
- Manage Code Enforcement Monitoring Cases for properties on the initial damage assessment (DA) inventory
- Monitor Impacted areas for unpermitted construction activity - WWP

D. Communications/Technical Support

- Substantial Improvement/Damage Technical Support
- Supplement staff to assist with the municipality's incoming calls, emails, permitting processing, contractor registration, subcontractor cards, notice of commencement (NOC), community outreach with subject matter experts (SME's)

Note: the consultant shall have the flexibility to furnish specific services and not be required to provide all of the services listed.

SCOPE OF WORK

Subject to the duties of personnel responsibilities, in-person staffing may be required (i.e. – all inspectors, in-person permitting hubs, etc.). In general, staffing provided will need to include both in-person personnel and remote staff when feasible. A table of personnel positions and staffing capacity to be provided follows the scope of services with specific qualifications associated with each position.

A. Building Code Administration

- Substantial Damage Inspections – qualified field inspectors, to receive training from Pinellas County Floodplain & Building team or the local jurisdiction's Floodplain & Building department team, will perform structure inspections with specified instructions on inspection scope and documentation entry (e.g. - high watermark documentation, structure construction type, finished floor elevation, exterior and interior inspection, etc.). *Note – Field collection data technology, GIS integration and alternative(s) to the FEMA Estimator Tool entry are subject to change but will be part of training prior to deployment*
- Substantial Damage Determinations – refer to Floodplain Management
- Habitability Inspections – qualified field inspectors to perform inspections of residential structures, including the issuance of minor repair permits, to achieve a "safe home" environment (e.g.- basic functionality) to facilitate a temporary residency for substantially damaged structures
- Building Permit Technicians – qualified personnel (ICC certified preferred) to support permit intake, processing and issuance, phones, emails and related support services
- FBC Plan Review included substantial improvement review/detailed substantial damage reviews – Florida licensed plan examiners and Florida licensed architects and/or engineers to perform building plan review and permit issuance under the Building Official of each respective municipality. *Note – licensed plan examiners, architects and/or engineers will need to be proficient in the applicable permit platform/ technology (e.g. – Accela, Tyler, etc.) utilized within a municipality.*
- Building Permit Inspections – Florida licensed building inspectors and Florida licensed architects and/or engineers to perform permit inspections under direction of the Building Official of each respective municipality
- Monitor Impacted Areas for Unpermitted Construction Activities for WWP – refer to Code Enforcement
- Unfit/unsafe and Dangerous Building Evaluation - Florida licensed Building Code Administrator, Building Inspector, Florida licensed architect or engineer to evaluate dangerous conditions for partial building collapse,

structural integrity, falling debris hazards, trees and other impact or life safety hazards

B. Floodplain Management Ordinance Administration and Enforcement

Note - Training by Pinellas County Floodplain team or local jurisdiction Floodplain team of all personnel to occur prior to active deployment

- Substantial Damage Assessment Management

1. Management and supervision of contract staff/team performing services associated with substantial damage assessment inclusive of data management and reporting, communications, inspections, substantial damage (SD) inspection collection data, FEMA estimator tool (or alternative), re-assessment workflow/review, code compliance monitoring of SD structures, SDE date input/remodels and quality control measures implementation
2. GIS mapping/management – qualified ESRI GIS mapping, updates, formatting, modeling
3. Daily coordination and reporting with municipality Floodplain Administrator and Building Official
4. SD Field Inspections and Field Collection Scope/Documentation – refer to description under Building Code Administration
5. Reassessment Process (Detailed SD Assessment) for Residential & Mobile Homes (MH's) – support entire workflow with intake staff (building admin/technicians), qualified building cost estimators, Florida certified appraisers, and certified floodplain managers from application intake thru coordination with staff review & municipal review workflow steps.
6. Reassessment Inspections – as needed, qualified inspectors to perform re-inspections of structures to support SDE re-models and reassessments
7. Reassessment Communication – staff to manage and respond to customer emails and phone calls for both residential and MH customer records
8. SDE Data – staff to support data entry for structures being re-modeled thru FEMA SDE tool or alternative model

- Building Permit review, quality control, and technical guidance associated with permit reviews for project costs as it relates to substantial damage.
- Compliance and Enforcement Tracking – under the direction of the floodplain administrator or designee, administrative specialists/technicians support compliance (i.e. – building permit issuance & construction in a floodplain permits) and enforcement tracking

C. Code Enforcement

- Substantial Damage Compliance & Enforcement – qualified code enforcement inspectors to perform defined reoccurring inspections/home visits for all substantially damaged structures including initial educational outreach, resource support. Inspections to include logged photo documentation and notes. Non-compliance activity is to initiate enforcement action. Regular summary reports to be furnished to Building Official and Floodplain Administrator.

D. Communications/Technical Support

- Technical Support – qualified personnel (CFM's, civil engineers, planners, etc. with basic floodplain background) to provide "live" guidance via telephonic and/or email communication to the public throughout the recovery period. *Note – Each municipality would be responsible for the technology setup to accommodate a dedicated telephone and email links. Each municipality is responsible for staff training and oversight for all communication and support services.*

Personnel Positions:

POSITION TITLE	QUALIFICATIONS	NOTES/COMMENTS
Certified Building Official	Florida License	
Plan examiner	Florida License	
Building Inspector	Florida License	
Architect Engineer	Florida License	Support for FBC plan review and inspection services*
Permit Technician	ICC certification	
Supervisor/Project Manager	CPM or equivalent experience	
GIS Specialists	ESRI certified	
SD Inspectors		Minimum Experience *
Certified Floodplain Manager	ASFPM	
Certified Appraiser	Florida Certification	
Building Cost Estimator		Minimum Experience *
Code Inspector	FACE certified	
Communications Support		Floodplain/SD background*

*SD Inspectors - prior experience in construction or related field and/or building inspections, substantial damage inspections, or site development inspections

*Building Cost Estimator - prior experience in construction contracting and/or cost estimating with a minimum 2-years experience

*Communications Support - experience in storm recovery services preferred

*Architect or Engineer - prior experience in Florida Building Code plan review and/or Building Inspections

TERMS AND CONDITIONS

- Equipment/technology – each municipality will be responsible for furnishing necessary technology equipment (e.g. – iPads with SD collector app, laptops, etc.) to their vendor or as negotiated with different terms outside of this agreement
- Technology Licenses – each municipality will be responsible for the costs of furnishing technology licenses to their vendor (e.g. – Accela, Tyler, etc.) or as negotiated with different terms outside of this agreement
- Floodplain Training – Pinellas County Floodplain Management staff will lead substantial damage inspection and assessment training to all participating municipalities and vendors
- Notice to Proceed (NTP) – selected vendors will need to commence mobilization within 24-hours of NTP from a municipality
- All services provided will comply with FEMA reimbursement requirements. This should include the use of FEMA-compliant forms, comprehensive and accurate documentation, and contractor support for local jurisdictions during audits or funding requests.

Not meeting a mandatory requirement may be grounds for the disqualification of a quote, bid or proposal.

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

It is anticipated that this solicitation will be either fully or partially Grant funded. Proposers shall comply with the clauses as enumerated within the Agreement, Exhibit A, Exhibit B, and Exhibit C. In addition, if applicable, Exhibit B should be executed and returned with submittal. Bidders may be deemed non-responsive for non-compliance. **See attached; Agreement**

EXHIBIT A - Contract Provisions for Contracts Under Federal Awards.

EXHIBIT B-Disclosure of Lobbying Activities.

EXHIBIT C-FEMA Grant Funding Conditions

EXHIBIT B

PARTICIPANT PARTICIPATION AGREEMENT FOR POST-STORM RECOVERY SERVICES AS PART OF PINELLAS COUNTY COOPERATIVE CONTRACT RFP No. 25-0763

This Agreement entered into this 10th **day of** June, 2026 ~~2025~~, **by and between** Madeira Beach, **a municipal corporation of the State of Florida, whose address is** 300 Municipal Drive, Madeira Beach FL 33708, **hereinafter called "CITY/TOWN", and** Tetra Tech, Inc. **an Incorporated Company whose address is** 2301 Lucien Way, Suite 120, Maitland, FL 32751, **hereinafter called "CONTRACTOR".**

WITNESSETH, that:

WHEREAS, pursuant to Pinellas County Cooperative Contract RFP No.25-0763-RFP for Post-Storm Recovery Services ("RFP"), the CITY/TOWN desires to enter into a participation agreement for the services described therein; and

WHEREAS, the CONTRACTOR has expressed the willingness and ability to provide the services to the CITY/TOWN as described in the RFP and the contract entered into by Pinellas County pursuant thereto (the "County Contract").

NOW THEREFORE, the CITY/TOWN and the CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. **This Agreement shall consist of and include all of the agreement terms and conditions, and component documents comprising the County Contract. With the exception of references to specific County lists, manuals, procedures, policies, departments, when the "County" is mentioned in the County Contract, per this Agreement, "County" shall be replaced with "CITY/TOWN," unless the context indicates otherwise.**
2. **For purposes of the RFP and County Contract, the "CITY/TOWN" is a Responsible Municipality for services rendered pursuant to this Participation Agreement.**
3. **The CONTRACTOR agrees to furnish all labor, equipment, material and the skill necessary for the entire work effort as set forth in the County Contract, and to the satisfaction of the CITY/TOWN or its duly authorized representative.**
4. **The CITY/TOWN agrees to pay the CONTRACTOR for services rendered, in accordance with the pricing structure set forth in the County Contract.**
5. **This Agreement will become effective upon the date of execution above, and will remain in effect as provided in the County Contract.**
6. **This Agreement may be terminated for cause upon thirty (30) days written notice. For purposes of this paragraph, "cause" shall mean a material breach of any term contained in this Agreement. However, written notice shall include a notice of such breach and an opportunity to cure such breach within thirty (30) days of receipt of such notice or within any additional period of time as mutually agreed by the Parties.**

In WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first written above.

CONTRACTOR

By: _____

Print Name: Jonathan Burgiel

Title: Business Unit President

Date: June 15, 2026

CITY/TOWN

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____

(CITY/TOWN SEAL)

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

VIA: Mike Helfrich, City Manager

FROM: Clara VanBlargan, City Clerk

DATE: July 30, 2026

SUBJECT: Ordinance 2026-07, Charter Amendments Relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions – 2nd Reading & Public Hearing

BACKGROUND

The Board of Commissioners approved Ordinance 2026-07 following first reading and public hearing on July 8, 2026.

Proposed Ordinance 2026-07, places charter amendments on the November 3, 2026 Municipal General Election Ballot relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions.

The City Charter currently provides that municipal elections be held on the first Tuesday after the second Monday in March, with candidate qualifying occurring during the first two full weeks of December, excluding weekends. The proposed amendments would:

- Change the municipal election date from March to November to align with the State General Election.
- Change the candidate qualifying period from the first two full weeks of December to the first two full weeks of June.
- Clarify that terms of office commence following election certification and installation.
- Modify induction procedures to ensure consistency with the revised election schedule.
- Establish transitional term extensions necessary to convert from the March election cycle to a November election cycle.

In order to implement the transition from March municipal elections to November municipal general elections the terms of office for Commissioner District 1, Commissioner District 2, and Mayor-Commissioner scheduled to expire in March 2028 shall instead expire upon certification of the November 2028 municipal general election results and installation of successors. In order to

continue the staggered election cycle the terms of office for Commissioner District 3 and Commissioner District 4 scheduled to expire in March 2027 shall instead expire upon certification of the November 2027 municipal general election results and installation of successors.

The ordinance further provides that these temporary extensions shall not be treated as additional terms for purposes of the City's consecutive-term limit provisions.

VOTER PARTICIPATION ANALYSIS AND COST COMPARISON

Year	March Municipal Election	November General Election	Notes
2017	March 14, 2017 — 42.8% turnout	November 7, 2017 — 22.8% turnout	
2018	March 13, 2018 — 36.3% turnout	November 6, 2018 — 69.0% turnout	
2019	March 12, 2019 — 36.7% turnout	November 5, 2019 — November municipal elections only	March election ballot included 11 Madeira Beach Charter Amendments.
2020	March 17, 2020 — 42.1% turnout	November 3, 2020 — 80.0% turnout	March election held with Presidential Preference Primary; November ballot included 6 Madeira Beach Charter Amendments.
2021	March 9, 2021 — No election	November 2, 2021 — November municipal elections only	
2022	March 15, 2022 — 31.4% turnout	November 8, 2022 — 66.0% turnout	March election ballot included 3 Madeira Beach Charter Amendments and 1 referendum; November ballot included 2 Madeira Beach Charter Amendments.
2023	March 14, 2023 — 31.6% turnout	November 7, 2023 — November municipal elections only	March election ballot included 2 Madeira Beach Charter Amendments.
2024	March 19, 2024 — 23.9% turnout	November 5, 2024 — 79.4% turnout	
2025	March 11, 2025 — No election	November 4, 2025 — November municipal elections only	
2026	March 10, 2026 — 21.7% turnout	Not yet available	

The comparison directly illustrates the policy question before the voters: whether local elections should be held during a low-turnout stand-alone municipal cycle or during a high-turnout November general election cycle.

In addition to increased voter participation, holding municipal elections alongside the November General Election may yield administrative efficiencies and cost savings. The City would benefit from shared election infrastructure, including polling locations, election workers, voting equipment, ballot tabulation systems, vote-by-mail processing, and election administration services already used for countywide and statewide elections.

FISCAL IMPACT

Costs for public hearing advertising and for placing the referendum questions on an upcoming ballot will be included in the City's election administration budget.

LEGAL REVIEW

The City Attorney has reviewed Ordinance 2026-07 for legal sufficiency.

Pursuant to Section 14.3 of the present Charter of the City of Madeira Beach, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, charter amendments must be approved by referendum of the electors of the City of Madeira Beach to take effect.

RECOMMENDATION

It is recommended that the Board of Commissioners adopt Ordinance 2026-07, Charter Amendments relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions, following the second reading and public hearing.

ATTACHMENTS

1. Ordinance 2026-07
2. Ordinance 2026-07, Business Impact Statement
3. Public Hearing Affidavit of Publication
4. Madeira Beach Election Invoice
5. November 3, 2026 General Election Contract
6. November 3, 2026 Canvassing Board Schedule RV 6-26

ORDINANCE 2026-07

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF MADEIRA BEACH PROPOSED AMENDMENTS TO THE CITY CHARTER RELATING TO THE DATE OF MUNICIPAL ELECTIONS AND CANDIDATE QUALIFYING PERIODS; AMENDING SECTION 3.3, NOMINATION OF BOARD OF COMMISSIONERS, SUBPARAGRAPH (A), FILING, OF THE CITY CHARTER TO CHANGE THE CANDIDATE QUALIFYING PERIOD FROM DECEMBER TO JUNE; AMENDING SECTION 3.4, MANNER OF HOLDING ELECTIONS, SUBPARAGRAPH A, OF THE CITY CHARTER TO CHANGE MUNICIPAL ELECTIONS FROM MARCH TO NOVEMBER TO COINCIDE WITH THE STATE GENERAL ELECTION AND PROVIDING FOR THE EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 3 AND COMMISSIONER DISTRICT 4 UNTIL NOVEMBER 2027 AND EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 1, COMMISSIONER DISTRICT 2, AND MAYOR-COMMISSIONER UNTIL NOVEMBER 2028; AMENDING SECTION 2.2, BOARD OF COMMISSIONERS CREATED; QUALIFICATIONS; TERM OF OFFICE; AND VACANCIES, SUBPARAGRAPH (B), QUALIFICATIONS AND TERM OF OFFICE, OF THE CITY CHARTER TO PROVIDE FOR CERTIFICATION OF ELECTION RESULTS AND PROVIDING FOR THE EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 3 AND COMMISSIONER DISTRICT 4 UNTIL NOVEMBER 2027 AND EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 1, COMMISSIONER DISTRICT 2, AND MAYOR-COMMISSIONER UNTIL NOVEMBER 2028; AMENDING SECTION 4.8, INDUCTION OF BOARD OF COMMISSIONERS INTO OFFICE; MEETINGS, OF THE CITY CHARTER TO PROVIDE CONSISTENT COMMENCEMENT OF TERMS AND INSTALLATION PROCEDURES; PROVIDING FOR A REFERENDUM; PROVIDING FOR BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 14.3 of the present Charter of the City of Madeira Beach, Section 2 of the Florida Constitution, and Chapter 166, Florida Statutes, charter amendments must be approved by referendum of the electors of the City of Madeira Beach; and

WHEREAS, the City Charter currently provides that municipal elections are held on the first Tuesday after the second Monday in March; and

WHEREAS, the City Charter currently establishes the municipal candidate qualifying period during the first two full weeks in December, excluding weekends; and

WHEREAS, the Board of Commissioners finds that holding municipal elections in November in conjunction with countywide and statewide general elections may increase voter participation, reduce election administration costs, and improve election efficiency; and

WHEREAS, the Board of Commissioners further finds that moving the qualifying period to June will provide sufficient time for election administration and coordination with the Pinellas County Supervisor of Elections; and

WHEREAS, the Board of Commissioners further finds that transitional extensions of elected terms are necessary to implement the orderly conversion from a March municipal election cycle to a November municipal election cycle; and

WHEREAS, the Board of Commissioners desires to submit the proposed Charter amendments to the voters for approval.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Section 3.3, Nomination of Board of Commissioners, Subsection (A), Filing, of the Charter of the City of Madeira Beach shall be amended to read as follows:

(A). *Filing.* Every person who shall desire to become a candidate for nomination under the provisions of this Charter to the office of Mayor and District-Commissioner, shall qualify to become such candidate by filing with the City Clerk during the candidate qualifying period held during the first two full weeks in ~~December~~ June, excluding weekends, beginning at Noon on Monday, the first day of the qualifying period and ending at Noon on Friday, the last day of the qualifying period. Under no circumstances shall the City Clerk accept any nomination petitions or filing fees after the close of the filing period as stated herein. Every person's application is to have his/her name printed upon the ballot as a candidate for nomination to the office for which he/she aspires, in which application, he/she shall declare from the district he/she is a candidate or so declare if he/she is a candidate for Mayor. All applications shall be accompanied by an affidavit the candidate is an elector and a resident of the City of Madeira Beach, Florida, for one (1) year immediately prior to the date of said application and has been a resident of said district for which he/she declares himself/herself to be a candidate for a period of six (6) months prior to the date of said application. With said application shall be filed a petition which shall indicate prominently the district from which the Petitioner is a candidate, or if he/she be a candidate for Mayor.

Section 2. That Section 3.4, Manner of Holding Elections, Subsection A, of the Charter of the City of Madeira Beach shall be amended to read as follows:

A. All Municipal elections shall be held in the city on the first Tuesday after the ~~second~~ first Monday in ~~March~~ November, ~~with the exception of the Presidential Preference Primary Election (every four (4) years) when the city election shall be held on the same day as the Presidential Preference Primary Election,~~ of each year for the purpose of electing successors to elective offices. Elections for Commissioners of District One (1) and Two (2) shall be held in even-numbered years. Elections for Commissioners of Districts Three (3) and Four (4) shall be held in odd-numbered years. The term for the Commissioners of Districts shall be for two (2) years. The term for Mayor-Commissioner shall be for three (3) years allowing the seat to alternate with the Commissioners of Districts. In order to implement the transition

from March municipal elections to November municipal general elections the terms of office for Commissioner District 1, Commissioner District 2, and Mayor-Commissioner scheduled to expire in March 2028 shall instead expire upon certification of the November 2028 municipal general election results and installation of successors. In order to continue the staggered election cycle the terms of office for Commissioner District 3 and Commissioner District 4 scheduled to expire in March 2027 shall instead expire upon certification of the November 2027 municipal general election results and installation of successors.

Section 3. That Section 2.2, Board of Commissioners Created; Qualifications; Term of Office; and Vacancies, Subparagraph B, Qualifications and Term of Office, of the Charter of the City of Madeira Beach shall be amended to read as follows:

B. *Qualifications and Term of Office.* The Commission members shall have been qualified electors and residents of the City of Madeira Beach, Florida, for one (1) year immediately prior to their qualifying for election, and in addition, each District-Commissioner shall be a resident of said district in which the candidate seeks to be a candidate for a period of six (6) months prior to the date of said application. The term of office for all District Commissioners shall be for a period of two (2) years. The Mayor may reside at the time of the election anywhere within the City of Madeira Beach, Florida; and the term of office for the Mayor shall be for a period of three (3) years. The terms of all members of the Commission, including the Mayor, will begin at the Board of Commissioners first regular meeting following the election and certification thereof, and shall continue until their successor has been duly elected and installed under this Charter. In order to implement the transition from March municipal elections to November municipal general elections the terms of office for Commissioner District 1, Commissioner District 2, and Mayor-Commissioner scheduled to expire in March 2028 shall instead expire upon certification of the November 2028 municipal general election results and installation of successors. In order to continue the staggered election cycle the terms of office for Commissioner District 3 and Commissioner District 4 scheduled to expire in March 2027 shall instead expire upon certification of the November 2027 municipal general election results and installation of successors. All vacancies occurring in the Commission between elections shall be filled in accordance with Section 2.2(E) of this Charter.

Section 4. That Section 4.8, Induction of Board of Commissioners into Office; Meetings, of the Charter of the City of Madeira Beach shall be amended to read as follows:

The first meeting of each newly elected member of the Board of Commissioners for induction into office shall be at a Board of Commissioners meeting to be held on or before the last day of the month in which the election was held and certification thereof. The Board of Commissioners may hold such meetings at such times as they may prescribe, but not less frequently than once each month. Meetings of the Board of Commissioners shall be open to the public in accordance with the Florida Statutes.

Section 5. The following measures shall be placed on the Municipal General Election Ballot for Tuesday, November 3, 2026, to be voted upon by the qualified electors of the City of Madeira Beach, Florida, and these amendments shall become effective immediately upon approval by a majority of the electors voting on these referendum questions:

Ballot Question
City of Madeira Beach
No. 1 Charter Amendment

Change Municipal Election Date from March to November

Shall the City of Madeira Beach Charter be amended to change the date of regular municipal elections from March to November, so City elections occur in conjunction with the State General Election?

Yes
No

Ballot Question
City of Madeira Beach
No. 2 Charter Amendment

Change Candidate Qualifying Period from December to June

Shall the City of Madeira Beach Charter be amended to change the municipal candidate qualifying period from the first two full weeks in December, excluding weekends, to the first two full weeks in June, excluding weekends, to align with the revised November municipal general election schedule?

Yes
No

Ballot Question
City of Madeira Beach
No. 3 Charter Amendment

Extend Terms of Elected Officials to Implement November Elections

Shall the City Charter be amended to temporarily extend the terms of Commissioner District 3 and Commissioner District 4 until certification of the November 2027 election results; and the terms of Commissioner District 1, Commissioner District 2, and Mayor-Commissioner until certification of the November 2028 election results in order to implement the transition from March municipal elections to November municipal general elections?

Yes
No

Section 6. This Ordinance shall take effect immediately upon its passage and adoption, provided, however, it shall not be effective until such is approved by the electorate at a referendum election thereon to ratify the terms and conditions of this Ordinance. In the event that any of the referendum questions shall be defeated, then this Ordinance shall be of no further force and effect.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2026.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, FCPC, FPRM, MSM, City Clerk

APPROVED AS TO FORM AND CONTENT:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

ORDINANCE 2026-07

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF MADEIRA BEACH PROPOSED AMENDMENTS TO THE CITY CHARTER RELATING TO THE DATE OF MUNICIPAL ELECTIONS AND CANDIDATE QUALIFYING PERIODS; AMENDING SECTION 3.3, NOMINATION OF BOARD OF COMMISSIONERS, SUBPARAGRAPH (A), FILING, OF THE CITY CHARTER TO CHANGE THE CANDIDATE QUALIFYING PERIOD FROM DECEMBER TO JUNE; AMENDING SECTION 3.4, MANNER OF HOLDING ELECTIONS, SUBPARAGRAPH A, OF THE CITY CHARTER TO CHANGE MUNICIPAL ELECTIONS FROM MARCH TO NOVEMBER TO COINCIDE WITH THE STATE GENERAL ELECTION AND PROVIDING FOR THE EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 3 AND COMMISSIONER DISTRICT 4 UNTIL NOVEMBER 2027 AND EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 1, COMMISSIONER DISTRICT 2, AND MAYOR-COMMISSIONER UNTIL NOVEMBER 2028; AMENDING SECTION 2.2, BOARD OF COMMISSIONERS CREATED; QUALIFICATIONS; TERM OF OFFICE; AND VACANCIES, SUBPARAGRAPH (B), QUALIFICATIONS AND TERM OF OFFICE, OF THE CITY CHARTER TO PROVIDE FOR CERTIFICATION OF ELECTION RESULTS AND PROVIDING FOR THE EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 3 AND COMMISSIONER DISTRICT 4 UNTIL NOVEMBER 2027 AND EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 1, COMMISSIONER DISTRICT 2, AND MAYOR-COMMISSIONER UNTIL NOVEMBER 2028; AMENDING SECTION 4.8, INDUCTION OF BOARD OF COMMISSIONERS INTO OFFICE; MEETINGS, OF THE CITY CHARTER TO PROVIDE CONSISTENT COMMENCEMENT OF TERMS AND INSTALLATION PROCEDURES; PROVIDING FOR A REFERENDUM; PROVIDING FOR BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this

[1] See Section 166.041(4)(c), Florida Statutes.

Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☒ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;
  c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

If approved by the electorate, the amendments will align the City's municipal elections with the State of Florida General Election cycle by changing regular municipal elections from March to November, changing the candidate qualifying period from December to June, clarifying that terms of office commence following election certification and installation, modifying induction procedures to ensure consistency with the revised election schedule, and establish transitional term extensions necessary to convert from the March election cycle to a November election cycle. These changes are anticipated to improve election administration, increase voter participation, and provide greater consistency with county and state election processes.

Operationally, the amendments will enhance coordination between the City Clerk's Office and the Pinellas County Supervisor of Elections by aligning election scheduling, candidate qualifying, ballot preparation, and certification timelines. The transition to a November election

cycle is also expected to streamline election planning and reduce the administrative burden associated with conducting stand-alone municipal elections.

Financially, the City anticipates potential cost savings through participation in the countywide General Election rather than conducting a separate municipal election in March. Consolidating elections may reduce expenses related to election administration, polling locations, election workers, voting equipment, ballot programming, and other election-related services provided by the Pinellas County Supervisor of Elections. Actual savings will vary depending on future election costs and the Supervisor of Elections' cost allocation methodology.

The ordinance also provides for temporary extensions of elected officials' terms solely to facilitate the orderly transition to the new election schedule. These transitional provisions do not create additional elected offices, increase compensation, or expand governmental authority. The temporary extensions are administrative in nature and are necessary to preserve the City's staggered election cycle established by the Charter.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The proposed amendments are not expected to create any adverse impacts on private businesses, commercial activity, or property owners within the City. Instead, the amendments are intended to improve governmental efficiency, promote greater voter engagement, and provide a more cost-effective municipal election process while maintaining continuity in City governance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

The proposed amendments are not expected to create any adverse impacts on private businesses, commercial activity, or property owners within the City.

4. Additional information the governing body deems useful (if any):

N/A

96533

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF HERNANDO, CITRUS, PASCO, PINELLAS, HILLSBOROUGH County

Before the undersigned authority personally appeared Deirdre Bonett who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida that the attached copy of advertisement being a Legal Notice in the matter ORDINANCE 2026-07 was published in said newspaper by print in the issues of 07/29/26 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida and that the said newspaper has heretofore been continuously published in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida each day and has been entered as a second class mail matter at the post office in said Hernando, Citrus, Pasco, Pinellas, Hillsborough County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

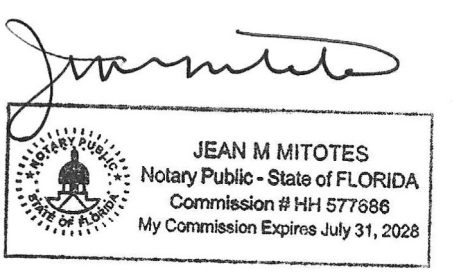
Signature of Affiant _____

Sworn to and subscribed before me this **07/29/2026**

Signature of Notary of Public

Personally known **X** or produced identification.

Type of identification produced _____



NOTICE OF PUBLIC HEARING CITY OF MADEIRA BEACH

Item 10A.

In accordance with the City of Madeira Beach Code of Ordinances, the City of Madeira Beach City Charter, and Florida Statute §166.041 (3)(a):

NOTICE IS HEREBY GIVEN that the Board of Commissioners of the City of Madeira Beach will conduct a Second Reading and Public Hearing for the adoption of proposed Ordinance 2026-07 on Wednesday, August 12, 2026, at 6:00 p.m. in the Patricia Shontz Commission Chambers, 300 Municipal Drive, Madeira Beach, Florida 33708. The title of the Ordinance is as follows:

ORDINANCE 2026-07

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF MADEIRA BEACH PROPOSED AMENDMENTS TO THE CITY CHARTER RELATING TO THE DATE OF MUNICIPAL ELECTIONS AND CANDIDATE QUALIFYING PERIODS; AMENDING SECTION 3.3, NOMINATION OF BOARD OF COMMISSIONERS, SUBPARAGRAPH (A), FILING, OF THE CITY CHARTER TO CHANGE THE CANDIDATE QUALIFYING PERIOD FROM DECEMBER TO JUNE; AMENDING SECTION 3.4, MANNER OF HOLDING ELECTIONS, SUBPARAGRAPH A, OF THE CITY CHARTER TO CHANGE MUNICIPAL ELECTIONS FROM MARCH TO NOVEMBER TO COINCIDE WITH THE STATE GENERAL ELECTION AND PROVIDING FOR THE EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 3 AND COMMISSIONER DISTRICT 4 UNTIL NOVEMBER 2027 AND EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 1, COMMISSIONER DISTRICT 2, AND MAYOR-COMMISSIONER UNTIL NOVEMBER 2028; AMENDING SECTION 2.2, BOARD OF COMMISSIONERS CREATED; QUALIFICATIONS; TERM OF OFFICE; AND VACANCIES, SUBPARAGRAPH (B), QUALIFICATIONS AND TERM OF OFFICE, OF THE CITY CHARTER TO PROVIDE FOR CERTIFICATION OF ELECTION RESULTS AND PROVIDING FOR THE EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 3 AND COMMISSIONER DISTRICT 4 UNTIL NOVEMBER 2027 AND EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 1, COMMISSIONER DISTRICT 2, AND MAYOR-COMMISSIONER UNTIL NOVEMBER 2028; AMENDING SECTION 4.8, INDUCTION OF BOARD OF COMMISSIONERS INTO OFFICE; MEETINGS, OF THE CITY CHARTER TO PROVIDE CONSISTENT COMMENCEMENT OF TERMS AND INSTALLATION PROCEDURES; PROVIDING FOR A REFERENDUM; PROVIDING FOR BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

Interested parties may appear at the meeting and be heard on the proposed Ordinance. A copy of the proposed Ordinance is available for inspection in the City Clerk's Office Monday through Friday, 8:30 a.m. to 4:00 p.m., and in the meeting packet on the City's website at https://madeirabeach-fl.municodemeetings.com/.

If you would like more information about the proposed Ordinance 2026-07, please contact the City Clerk at 727-391-9951, Ext. 231, or email cvanblargan@madejrabeachfl.gov.

The meeting will be televised on Spectrum Channel 640 and streamed on the City's website at https://madeirabeach-fl.municodemeetings.com.

Persons who wish to appeal any decision made by the Board of Commissioners with respect to any matter considered during either public hearing at this meeting will need a record of the proceedings. For that purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. It is the responsibility of the person making the appeal to bear the cost of hiring a private court reporter or private court recording firm to make the verbatim record.

In accordance with Section 286.26 of the Florida Statutes, persons with disabilities who need special accommodations to participate in this meeting should contact the City Clerk's office no later than 48 hours before the meeting at 727-391-9951, Ext. 231, or email a written request to cvanblargan@madeirabeachfl.gov.

7/29/2026 DB

96533-1

Pinellas County Supervisor of Elections
13001 Starkey Rd
Largo, FL 33773
Phone: 727-464-6108
Fax: 727-453-3058
votepinellas.gov

Invoice

Date	Invoice #
7/14/2026	25515

Bill to:

City of Madeira Beach
Attn: City Clerk
300 Municipal Drive
Madeira Beach, FL 33708

Description	Qty	Rate	Amount
Election Administration Fee (based on registered voters)	2,970	0.10	297.00
2026 Municipal Election In-Conjunction with Countywide 2026 General Election (1-Card Ballot)		**Total**	**$297.00**
		Payments/Credits	**$0.00**
		Balance Due	**$297.00**

Julie Marcus, Pinellas County Supervisor of Elections
13001 Starkey Rd. (Starkey Lakes Corp. Ctr.), Largo, Florida 33773 • 727 464 6108 • VotePinellas.gov

Agreement for Conducting In-Conjunction Municipal Election

City of Madeira Beach
General Election – November 3, 2026

WHEREAS, the City/Town has requested assistance from the Office of the County Supervisor of Elections (Supervisor) in conducting its Referendum Election; and

WHEREAS the Supervisor is agreeable to provide such assistance to the City/Town subject to the following conditions, considerations and agreements arrived at between the parties.

IT IS HEREBY AGREED AS FOLLOWS:

GENERAL PROVISIONS

The election is to be conducted under any applicable ordinances of the City/Town, Chapters 97-106, Florida Statutes (the State Election Code), Florida Administrative Code Rules, and Division of Elections Advisory Opinions. It is understood that the Supervisor oversees the election, and that the County Canvassing Board is responsible for canvassing the election (no cost to the City/Town). The City/Town may have a designated representative in the canvassing board room. This designee may only serve in an "observer" capacity and may not participate in the canvassing of the election. The County Canvassing Board will determine whether a recount is required and advise the City/Town. However, the Supervisor is unable to support any type of runoff election.

The County Canvassing Board will certify the election results and will provide a Certificate of Election to the City/Town (ONE Certificate of Election will include all elections held on the same day). The Certificate of Election will be provided to the City/Town after the County Canvassing Board certifies the official election results.

The post-election automated audit may not begin until the Canvassing Board has certified the official election results.

The City/Town is responsible for the costs associated with conducting an annexation election (mapping annexation areas, reassigning addresses, and mailing new voter information cards). The City/Town is responsible for the costs associated with any legal action or contest of elections arising from its election. The City/Town, the Supervisor of Elections and the County Canvassing Board agree that the County Attorney's Office will represent the Supervisor of Elections and County Canvassing Board in any legal action concerning the canvass or certification of the election.

It is understood that the provisions of this contract are based on current state law, and if any changes in election law should occur during the period of this agreement, those changes will supersede the terms of this contract where applicable.

Agreement for Conducting In-Conjunction Municipal Election

The City/Town will provide the Supervisor with the current City/Town definition/boundaries and include a list of ALL annexations (actual list of addresses) since your last election, no later than 5:00 p.m., August 7, 2026. It is the responsibility of the City/Town to ensure the Supervisor has the current definition/boundary information so all eligible voters can participate in the City/Town's election. The City/Town agrees that NO changes to the City/Town boundaries will be made effective between 5:00 p.m., August 7, 2026, and Midnight, November 3, 2026. Contact the IT Department at (727) 464-4958 or SOEIT@VotePinellas.gov for all questions concerning annexations and for providing annexation information (City/Town definition/boundary changes).

This contract must be signed by the City/Town and received by the Supervisor no later than the **ballot language deadline of 5:00 p.m., August 7, 2026.**

Upon request, the Supervisor may provide the City/Town with the number of registered voters for this election.

ELECTION INFORMATION

Election Title:	**General Election**
Election Date:	**November 3, 2026**
Voter Registration Deadline:	**October 5, 2026**

SPECIAL PROVISIONS

City/Town Clerk:	**Clara VanBlargan**
***Election Day Cell Phone:**	**(863) 215-2060**
Alternate Phone:	**(727) 391-9951 x231**
Email:	**cvanblargan@madeirabeachfl.gov**
Mailing Address:	**300 Municipal Dr., Madeira Beach, FL 33708**

***The City/Town Clerk MUST be available by phone from 5:00 a.m. to 10:00 p.m. on Election Day.**

SPANISH TRANSLATION – Section 203, Voting Rights Act (Matt Smith – 464-5751)

a. Pinellas County is a jurisdiction covered by Section 203 of the Voting Rights Act and must provide language assistance (Spanish). ALL municipalities within Pinellas County are also covered by Section 203 of the Voting Rights Act.

b. Full compliance is a requirement for all jurisdictions (County and Municipal). This means that all information directed to voters or otherwise concerning voting-connected activities must be provided in both English and Spanish. This includes, but is not limited to, voter registration, legal advertisements and/or other notices, forms, voting instructions and procedures at the polls or otherwise, polling place signage, any printed voter information guides or website information concerning elections, communication assistance at the polls and election offices and communication with the jurisdiction's minority language community. The obligations and requirements apply to all elections conducted by the City/Town.

c. Questions concerning your legal obligations/requirements to comply with Section 203, Voting Rights Act should be directed to your legal counsel.

BALLOT INFORMATION (Wendy Grimes – 464-4987)

a. Final Ballot Language is due no later than **5:00 p.m., August 7, 2026,** and must include all qualified opposed candidates and resolutions and/or ordinances with ballot questions (English/Spanish).
b. All ballot language must comply with Florida Statutes 101.161(1) and the Uniform Ballot Rule (1S-2.032).
c. Using the Ballot Language Submittal Forms – Complete required information. Include information and Candidate Oaths for ONLY qualified opposed candidates in ballot order. All Charter Amendments and/or Referendum Questions with SIGNED/APPROVED Ordinances/Resolutions must include numbering for ballot order and English and Spanish translated text.
d. Email ballot language to Wendy Grimes at WGrimes@VotePinellas.gov by the final ballot language deadline.

BALLOT LAYOUT / PRINTING (Nicole Sokolowski / David Wise – 464-4958)

The Supervisor is responsible for creating the ballot (ballot layout will comply with Florida Statutes and the Uniform Ballot Rule).

a. The City/Town is responsible for approving the City/Town's portion of ballot.
b. Precinct ballots will be printed by the Supervisor. The Supervisor will bill the City/Town per ballot card (including shipping charges) if the City/Town's portion of the ballot creates an additional ballot card.
c. If the City/Town requires a ballot change after ballots are printed, the City/Town is responsible for additional costs.

CANDIDATE AUDIO RECORDING (Nicole Sokolowski / David Wise – 464-4958)

The deadline for candidates to record their names and office titles for the audio ballot is **5:00 p.m., August 14, 2026**. It is the responsibility of the City/Town to notify City/Town candidates of this deadline. Candidates must call (727) 453-3293; a voice message will prompt the candidate to record his/her name as indicated on the Candidate Oath and the office for which the candidate is running.

MAIL BALLOTS (Marisa Crispell – 464-6108)

a. **The deadline for mailing military/overseas mail ballots is September 19, 2026 [F.S. 101.62(3)(a)]. Tentative Mailing Schedule for military/overseas ballots: The week of September 14, 2026, no later than September 19, 2026**.
a. **Domestic ballots must be mailed no earlier than September 24, 2026 and no later than October 1, 2026 [F.S. 101.62(3)(b)].**
b. After the initial mailings, ballots will be mailed daily up to the tenth day prior to the election. The deadline to request a ballot be mailed is **5:00 p.m., October 22, 2026**, twelve days prior to the election [F.S. 101.62(3)(c)].
c. If the City/Town ballot language creates a 2-card ballot, the City/Town is responsible for additional costs.

TESTING BALLOT COUNTING EQUIPMENT (Ashley McKnight-Taylor – 453-7553)

The County Canvassing Board will certify test results of the ballot counting equipment and file the election parameters with the Division of Elections. All tests will be performed at the Election Service Center,13001 Starkey Road, Largo, FL 33773.

LEGAL NOTICES (Ashley McKnight-Taylor – 453-7553)

a. The City/Town is responsible for ALL legal notices required by State Statute and by City/Town Charter/Ordinance, except for the County Canvassing Board Meeting/Testing Schedule.
b. The Supervisor will publish the County Canvassing Board Meeting/Testing Schedule at no cost to the City/Town.
c. The Supervisor will provide the City/Town with a County Canvassing Board Meeting/Testing Schedule, Polling Place List, Polling Place Change list and Sample Ballot.
d. The Supervisor is responsible for mailing any necessary polling place change notices and publishing the list in a newspaper of general circulation.
e. If the City/Town is conducting a special election or special referendum election, the City/Town is responsible for any additional notices required by Florida law. The City/Town is responsible for any notices required in its charter or by ordinance.

CANVASSING BOARD MEETING SCHEDULE (Ashley McKnight-Taylor – 453-7553)

a. **The Supervisor will publish the Canvassing Board Meeting/Testing Schedule at no cost to the City/Town.**
b. All Canvassing Board Meetings will take place at the Election Service Center, 13001 Starkey Rd., Largo.
c. A Canvassing Board Schedule will be emailed to the City/Town Clerk as part of this contract.
    i. The Canvassing Board/testing schedule reflects ALL possible meeting days.
    ii. The Canvassing Board will modify the schedule as needed based on the number of mail ballots received. Updates to the canvassing board schedule will be posted to the Supervisor's website (VotePinellas.gov).

EARLY VOTING (Byron Green – 464-6109)

a. The Supervisor will provide early voting locations. Locations, dates and times will be included in each mail ballot kit and posted to the Supervisor's website (Votepinellas.gov).
b. Early Voting ballots will be printed by the Supervisor; if the City/Town ballot language creates a 2-card ballot, the City/Town is responsible for additional early voting ballot costs.

SECURE BALLOT RETURN LOCATIONS (Byron Green – 464-6109)

The Supervisor will provide secure ballot return locations. Locations, dates and times will be included in each mail ballot kit and posted to the Supervisor's website (Votepinellas.gov).

POLL WATCHERS (Wendy Grimes – 464-4987)

a. Early Voting poll watcher designations for municipal candidates/committees must be submitted to the City/Town or Supervisor **prior to Noon, October 5, 2026** [F.S. 101.131(2)].
b. The City/Town must submit Early Voting poll watcher designations to the Supervisor **prior to 5:00 p.m., October 5, 2026**.
c. Election Day poll watcher designations for municipal candidates/committees must be submitted to the City/Town **prior to Noon, October 20, 2026** [F.S. 101.131(2)].
d. The City/Town must submit Election Day poll watcher designations to the Supervisor **prior to 5:00 p.m., October 20, 2026**.
e. Poll watchers shall produce identification to the early voting site manager or precinct clerk upon entering the early voting site or polling place (this information will be verified against a list of designated poll watchers compiled prior to election day).
f. The Supervisor of Elections shall provide to each designated poll watcher a poll watcher identification badge that identifies the poll watcher by name. Each poll watcher must wear his or her identification badge while in the early voting area or polling room. [F.S. 101.131(5)].

OVER-THE-COUNTER BALLOT PICKUP / DROP-OFF (Marisa Crispell – 464-6108)

In-office ballot pickup will be available in each of the Supervisor of Elections locations during the following dates and times:

*Only permitted in cases of emergency, pursuant to F.S. 101.62(3)(d)5.

- September 21 – October 16: Monday - Friday, 8:00 a.m. - 5:00 p.m. (Closed weekends and holidays)
- *October 19 – November 1: Monday - Friday, 7:00 a.m. - 7:00 p.m.: Saturdays and Sunday 7:00 a.m. - 7:00 p.m.
- *November 2: 7:00 a.m. - 7:00 p.m.
- *November 3 (Election Day): 7:00 a.m. - 7:00 p.m.

VOTING EQUIPMENT AND SUPPLIES (Byron Green – 464-6109)

a. The Supervisor will contract with a moving company to transport the voting equipment and supplies to and from polling locations.
b. Supplies not transported by the moving company will be picked up by the precinct clerks after Clerks' Class at the Election Service Center.

POLL WORKERS AND POLLING PLACES (Byron Green – 464-6109)

a. The Supervisor will recruit, assign, train, and compensate ALL poll workers.
b. A Deputy Sheriff will deputize the poll deputies.
c. The Supervisor will bill the City/Town for additional poll workers needed to support voters eligible to vote only in City/Town's election.
d. The Supervisor will select, contract with and compensate polling places [F.S. 101.71, 101.715].

CANVASSING MAIL BALLOTS (Carriane McQuay – 464-5723)

The Supervisor, in the presence of the County Canvassing Board will open and prepare mail ballots for tabulation at the Election Service Center. Questionable ballots will be presented to the County Canvassing Board for decision. The Canvassing Board/testing schedule reflects ALL possible meeting days. The Canvassing Board will modify the schedule as needed based on the number of mail ballots received. Updates to the canvassing board schedule will be posted to the Supervisor's website (Votepinellas.gov).

PROVISIONAL BALLOTS (Carriane McQuay – 464-5723)

The Supervisor will research each provisional ballot to determine the voter's eligibility and will present the provisional ballots to the County Canvassing Board for decision. Voters casting a provisional ballot have two days after Election Day to provide written proof of eligibility to the County Canvassing Board. The deadline for this election is **5:00 p.m., November 5, 2026** [F.S. 101.048]. All provisional ballots will be canvassed at the Election Service Center.

ELECTION NIGHT PROCEDURES (Dustin Chase – 464-4988)

a. The Supervisor will have unofficial election results modemed from the polling places to the Election Service Center.
b. The Supervisor will have the precinct scanner memory sticks, voted precinct and provisional ballots, and election supplies transported to the Election Service Center.
c. Results will be released throughout the night and posted to the Supervisor's website (Votepinellas.gov). The Supervisor will provide unofficial results on election night.
d. Campaign Signs – If candidates wish to reuse their campaign signs left at the polls on Election Day, the signs must be collected by campaign staff prior to poll workers removing and disposing of them after the polls close.

AFTER ELECTION DAY (Dustin Chase – 464-4988)

a. Provisional ballots will be canvassed. All ballots accepted by the County Canvassing Board will be processed and added to the election night results to produce Official Election Results. Provisional ballots cannot be rejected until after the deadline for provisional ballot voters to provide written proof of eligibility [F.S. 101.048].
b. The County Canvassing Board will certify the election results and will provide a certificate of election to the City/Town (One Certificate of Election will include all elections held on the same day). This document will be provided to the City/Town via email after the County Canvassing Board certifies the official election results.
c. The County Canvassing Board will conduct a post-election manual audit (if applicable) in accordance with F.S. 101.591 and Division of Elections Administrative Rule 1S-5.026. The Supervisor will post the required post-election audit notices to the Supervisor's website (Votepinellas.gov) and at each election office. The Supervisor will post the final post-election audit report to the Supervisor's website (Votepinellas.gov) after the County Canvassing Board completes the audit.
d. The Supervisor of Elections in accordance with F.S. 98.0981(2) will report precinct-level results to the Department of State within 30 days following the election.

Agreement for Conducting In-Conjunction Municipal Election

DATA PROCESSING ORDERS (Kevin O'Hara – 464-4958)

The City/Town is to place data orders directly with an IT staff member by contacting (727) 464-4958 or SOEIT@VotePinellas.gov.

VOTER HISTORY (Nicole Sokolowski / Kevin O'Hara – 464-4958)

When voter history is completed, the City/Town may request the names of those who voted by contacting (727) 464-4958 or SOEIT@VotePinellas.gov.

ELECTION COSTS (Susan Morse – 464-6108)

a. There will be a 10-cent election administration fee per registered voter.

b. The City/Town will be provided with an invoice based on election cost estimates. Payment must be received no later than **5:00 p.m., August 7, 2026.** After the election, based on actual election costs, the Supervisor will reimburse the City/Town for unused funds or provide the City/Town with an invoice for additional costs incurred.

c. In the event the election is cancelled or otherwise not conducted after the ballot language deadline, the City/Town is responsible for all costs associated with preparations and/or conduct of this election.

By affixing their signatures hereto, the parties acknowledge each to the other that they have full authority to enter this Contract.

APPROVED:

_____
OFFICE OF THE SUPERVISOR OF ELECTIONS

Print Name: _____

Date: _____

APPROVED:

_____
☐ CITY/TOWN MANAGER OR ☐ MUNICIPAL CLERK (CHECK BOX)

Print Name: _____

Date: _____

APPROVED AS TO FORM:

_____
OFFICE OF THE COUNTY ATTORNEY

Print Name: _____

Date: _____

REVIEWED AND APPROVED:

_____
CITY/TOWN ATTORNEY

Print Name: _____

Date: _____

ATTEST TO:

_____
☐ MUNICIPAL CLERK OR ☐ CITY/TOWN MANAGER (CHECK BOX)

Print Name: _____

Date: _____

Julie Marcus, Pinellas County Supervisor of Elections
Canvassing Board Meeting Schedule

Julie Marcus, Supervisora Electoral del Condado de Pinellas – Calendario de Reuniones de la Junta de Escrutinio

November 3, 2026 General Election */ 3 de noviembre de 2026 Elecciones Generales*

October 12, 9:00 a.m. ***12 de octubre, 9:00 a.m.***	Pre-election test of precinct, early voting, mail and provisional ballot scanning equipment and test Automated Independent Audit Equipment [F.S. 101.5612]. *Prueba preelectoral de los precintos, votación adelantada, equipos de escaneo de boletas del precinto, por correo y provisionales y prueba del Equipo de Auditoría Independiente Automatizado [F.S. 101.5612].*
October 13 – November 2, 9:00 a.m. ***13 de octubre al 2 de noviembre, 9:00 a.m.***	Canvass mail ballots [F.S. 101.68(2)]; Mail ballot processing [F.S. 102.141(4)(a)]. *Escrutinio de boletas por correo [F.S. 101.68(2)]; Procesamiento de boletas por correo [F.S. 102.141(4)(a)].*
November 3, 1:00 p.m. ***3 de noviembre, 1:00 p.m.***	Canvass mail ballots [F.S. 101.68(2)]; Election Day processing; Release unofficial results (does not include provisional ballots and 10-day overseas mail ballots). *Escrutinio de boletas por correo [F.S. 101.68(2)]; Procesamiento del día de las elecciones; divulgación de resultados no oficiales (no incluye boletas provisionales ni las boletas enviadas por correo desde el extranjero que se entregan dentro del plazo de 10 días).*
November 4 – 6, 9:00 a.m. ***4 al 6 de noviembre, 9:00 a.m.***	Canvass mail and provisional ballots [F.S. 101.68(2)] [F.S. 101.048]. *Escrutinio de boletas por correo y provisionales [F.S. 101.68(2)] [F.S. 101.048].*
November 7, 9:00 a.m. ***7 de noviembre, 9:00 a.m.***	Deadline to file Unofficial Election Returns with the State (does not include 10-day overseas mail ballots) [F.S. 102.141(5)] (No later than Noon of the 4th day after election). *Fecha límite para presentar los Resultados Electorales No Oficiales ante el Estado (no incluye boletas enviadas por correo desde el extranjero que se reciban hasta 10 días después) [F.S. 102.141(5)] (A más tardar a mediodía del 4.º día después de las elecciones).*
November 8 – 11, 9:00 a.m. ***8 al 11 de noviembre, 9:00 a.m.***	Conduct post-election responsibilities, as required by Florida law. *Cumplir con las responsabilidades postelectorales según lo requiere la ley de Florida.*
November 12, 9:00 a.m. ***12 de noviembre, 9:00 a.m.***	Deadline to file 2nd Unofficial Election Returns with the State (if necessary) [F.S. 102.141(7)(c)] (No later than 3:00 p.m. of the 9th day after election). *Fecha límite para presentar los 2.º Resultados Electorales No Oficiales ante el Estado (si es necesario) [F.S. 102.141(7)(c)] (A más tardar a las 3:00 p.m. del 9.º día después de las elecciones).*
November 13, 9:00 a.m. ***13 de noviembre, 9:00 a.m.***	Deadline for receipt of 10-day overseas mail ballots [Rule 1S-2.030; F.S. 101.6952] (No later than 10 days from the date of the election); Certify Official Election Returns; Conduct of Election Report. *Fecha límite para la recibir boletas enviadas por correo desde el extranjero [Regla 1S-2.030; F.S. 101.6952] (A más tardar 10 días a partir de la fecha de las elecciones); Certificación oficial de los resultados electorales; llevar a cabo el informe electoral.*
November 14, 9:00 a.m. ***14 de noviembre, 9:00 a.m.***	Conduct post-election responsibilities, as required by Florida law. *Cumplir con las responsabilidades postelectorales según lo requiere la ley de Florida.*
November 16, 9:00 a.m. ***16 de noviembre, 9:00 a.m.***	Deadline to file Official Election Returns with the State [F.S. 102.112(2)] (Noon on the 13th day after election). *Fecha límite para presentar los Resultados Electorales Oficiales ante el Estado [F.S. 102.112(2)] (A más tardar al mediodía del 13.º día después de las elecciones).*
November 17 – 19, 9:00 a.m. ***Del 17 al 19 de noviembre, 9:00 a.m.***	Conduct post-election responsibilities, as required by Florida law. *Cumplir con las responsabilidades postelectorales, según lo requiere la ley de Florida.*

Recurring as needed October 13 – November 19 beginning at 9:00 a.m.: Ballot processing through the Automated Indepen Audit Equipment [F.S. 101.591].

De forma recurrente cuando sea necesario del 13 de octubre al 19 de noviembre comenzando a las 9:00 a.m.: *Procesamiento de boletas a través del Equipo de Auditoría Independiente Automatizado [F.S. 101.591].*

If a recount is ordered: The Canvassing Board will begin any recount activities on November 4, 2026, at 9:00 a.m. and continue until completed.

Si se ordena un recuento: *la Junta de Escrutinio comenzará cualquier actividad de recuento el 4 de noviembre a las 9:00 a.m. y continuará hasta completado.*

Additional Information: All Canvassing Board meetings will be held at the Election Service Center, 13001 Starkey Road, Largo. The deadline to submit a cure affidavit for a mail/provisional ballot is 5:00 p.m., November 5, 2026. The deadline for anyone who casts a provisional ballot to provide proof of eligibility to the Canvassing Board is 5:00 p.m., November 5, 2026. [F.S. 101.048(6)(b)].

Información Adicional: *Todas las reuniones de la Junta de Escrutinio se llevarán a cabo en el Election Service Center, 13001 Starkey Road, Largo. La fecha límite para presentar una declaración jurada para rectificar una boleta por correo/provisional es a las 5:00 p.m. del 5 de noviembre de 2026. La fecha límite para que cualquier persona que emita una boleta provisional proporcione una prueba de elegibilidad a la Junta de Escrutinio es a las 5:00 p.m. del 5 de noviembre de 2026 [F.S. 101.048(6)(b)].*

Canvassing Board Members (including appointed alternates): Judges Edwin Jagger and Joseph Lawhorne, Supervisor of Elections Julie Marcus, George Cretekos and Jonathan Tyler Payne.

Miembros de la Junta de Escrutinio (incluyendo sustitutos designados): *Jueces Edwin Jagger y Joseph Lawhorne, la Supervisora Electoral Julie Marcus, George Cretekos y Jonathan Tyler Payne.*

Note: Persons are advised that if they wish to appeal any decision made at these meetings, they will need a record of the proceedings, and for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based [F.S. 286.0105].

Nota: *Se informa a las personas que si desean apelar cualquier decisión tomada en estas reuniones, necesitarán un registro de los procedimientos y para tal fin es posible que deban asegurarse de que se haga un acta literal de los procedimientos, cuyo registro incluya el testimonio y las pruebas en las que se basará la apelación [F.S. 286.0105].*

If you are a person with a disability who needs any accommodation in order to participate in these proceedings, you are entitled, at no cost to you, to the provision of certain assistance. Within two (2) working days of the publication of this notice, please contact the Office of Human Rights, 400 S. Ft. Harrison Ave., 5th Floor, Clearwater, FL 33756; (727) 464-4062 (V/TDD).

Si usted es una persona con una discapacidad y necesita adecuaciones para poder participar en estos procesos, tiene derecho, sin ningún costo para usted, a que se le brinde cierta asistencia. En un plazo de dos (2) días laborales a partir de la publicación de este aviso, póngase en contacto con la Oficina de Derechos Humanos, 400 S. Ft. Harrison Ave., 5.º piso, Clearwater, FL 33756; (727) 464-4062 (V/TDD).

Key: F.S. = Florida Statute / ***Clave:*** *F.S. = Estatuto de Florida*

Memorandum

Meeting Details: August 12, 2026

Prepared For: Hon. Mayor Brooks & Board of Commissioners

Staff Contact: Andrew Laflin, Finance Director

Subject: Ordinance 2026-08 Fees and Collection Procedure Manual – FY 2026

Background

The purpose of this agenda item is to present to the Board of Commissioners proposed amendments to the Fees and Collection Procedure Manual to establish new fees and revise certain existing fees.

Exhibit A contains the Fees and Collection Procedure Manual with tracked changes. All proposed revisions, including the addition of new fees, modifications to existing fees, updates to explanatory language, and other related changes are shown in red text, with previous fee amounts and language displayed using strikethrough formatting. Exhibit B provides a clear comparison of the current fees and the proposed amendments contained in Ordinance 2026-08.

The departments affected by the proposed fee changes are:

- Fire
- Marina
- Parking
- Recreation
- Stormwater

Fiscal Impact

The proposed amendments are expected to increase revenues for the affected departments through the implementation of new fees and revisions to existing fees.

Recommendation

Staff recommends approval of Ordinance 2026-08 on First Reading.

Attachments

- Ordinance 2026-08
- Exhibit A: Fees and Collection Procedure Manual (Tracked Changes)
- Exhibit B: Current and Proposed Fee Comparison

ORDINANCE NO. 2026-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA; AMENDING THE FEE SCHEDULES FOR THE FIRE, MARINA, PARKING, RECREATION, AND STORMWATER DEPARTMENTS AS SET FORTH IN EXHIBIT A; REPEALING ORDINANCE NO. 2025-18; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Madeira Beach adopted Ordinance No. 2025-18 providing for the amendment of Fees and Collection Procedure Manual; and

WHEREAS, City Staff has reviewed the current provisions of the Fees and Collection Procedure Manual for the City of Madeira Beach, and wishes to revise the same to provide a change to the fee schedules for the Marina, Fire, Parking, Recreation, and Stormwater Departments to reflect the current costs of providing municipal services; and

WHEREAS, City Staff wishes to repeal Ordinance No. 2025-18.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THAT:

SECTION 1. The Fees and Collection Procedure Manual as set forth in Exhibit A, attached hereto is adopted.

SECTION 2. Ordinance No. 2025-18 and all ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

SECTION 4. This Ordinance shall take effect immediately upon adoption, as provided by law.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA THIS ____ DAY OF _____, 2026,

_____

Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2026-08

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A. – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF CITY OF MADEIRA BEACH, FLORIDA, TO PROVIDE FOR UPDATED FIRE, MARINA, PARKING, AND STORMWATER FEES; REPEALING ORDINANCE 2025-18; PROVIDING FOR CONFLICT, CODIFICATION AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
    b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;
    c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

[1] See Section 166.041(4)(c), Florida Statutes.

e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The proposed ordinance updates Appendix A – Fees and Collection Procedures Manual by revising user fees charged by the Fire Department, Parking Department, Parks & Recreation Department, Marina, and Stormwater Utility. The amendments update existing fees, establish several new permit and inspection categories, and clarify administrative provisions to better reflect current operational practices and the actual cost of providing municipal services.

The proposed fee adjustments are intended to improve cost recovery, address increased personnel, maintenance, equipment, insurance, and operating expenses, and provide sustainable funding for essential City services without relying disproportionately on general tax revenues. The ordinance serves the public health, safety, and welfare by ensuring the continued delivery of fire protection, stormwater management, public parking, recreational programming, public facilities, and other municipal services.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

The ordinance does not create new regulatory requirements. Businesses using City services may incur increased costs associated with revised fees for fire inspections, parking, recreation facilities, marina services, special events, and stormwater utility charges.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible;

The ordinance revises existing fees and establishes limited new fees, including:

-Stormwater EDU rate increase from $10.00 to $20.00 per month.
-Updated Fire Department inspection and special event fees.
-New ADA and Fire Lane parking violation fines.
-Increased Parks & Recreation program, facility rental, and event permit fees.
-Updated Marina-related fees.

and(c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

The ordinance is not expected to increase the City's administrative costs. Additional revenue generated will help offset the cost of providing public safety, recreation, parking, marina, and stormwater services.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Businesses utilizing City services, including commercial property owners, vacation rental operators, marinas, restaurants, retailers, contractors, and special event organizers, may be impacted. The extent of the impact will depend on each business's use of City services.

4. Additional information the governing body deems useful (if any):

The proposed fee adjustments are intended to ensure that users of City services contribute an equitable share of the cost of providing those services. The revised fees support continued investment in public infrastructure, environmental protection, emergency response capabilities, marina operations, and parking management while maintaining the City's long-term fiscal sustainability.

The City has made a good faith effort to establish fees that are reasonable, proportionate to the cost of service, and consistent with sound financial management practices. The ordinance is not expected to create significant adverse economic impacts on private businesses beyond the direct costs associated with the updated user fees.

Exhibit A
Ordinance ~~2025-18~~ 2026-08

FEES & COLLECTION PROCEDURE MANUAL

(Updated Through Ordinance 2026-08)

Office of the City Clerk
Adopted: _____, 2026

FEES & COLLECTION PROCEDURE MANUAL

(UPDATED THROUGH ORDINANCE ~~2025-18~~ 2026-08)

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ARTICLE I. CITY CLERK'S OFFICE- FEES FOR INSPECTING AND COPYING PUBLIC RECORDS

(Res. 2016-24, 07/12/2016; Res. 2013-50, 10/08/2013; Res. 09.10, 09/21/2009; Res. 04.02, 01/27/2004; ORD. 2018-03; 06/12/2018; Ord. 2019-06); Ord. 2020-04; Ord. 2021-12 05/12/21

SECTION A. What is a public record?

Section 119.11 (12), F.S., defines "public records" to include:

> "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency."

The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate, or formalize knowledge. *Shevin v. Byron, Harless, Schaffer, Reid and Associates, Inc., 379 So. 2d 633, 640 (Fla. 1980).*
All such materials, regardless of whether they are in final form are open for public inspection unless the Legislature has exempted them from disclosure.
Wait v. Florida Power & Light Company, 372 So. 2d 420 (Fla. 1979)

SECTION B. Right of access to public records under reasonable conditions, F.S., Sec. 119.07(1)(a):

> "Every person who has custody of a public record shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian of the public records."

The term "reasonable conditions" as used in Sec. 119.07(1)(a), F.S., "refers not to conditions which must be fulfilled before review is permitted but to reasonable regulations that would permit the custodian of the records to protect them from alteration damage, or destruction and also to ensure that the person reviewing the records is not subjected to physical constraints designed to preclude review." *Wait v. Florida Power & light Company*, 372 So. 2d 420. 425 (Fla. 1979). See also *Chandler v. City of Greenacres*, 140 So. 3d 1080, 1084 (Fla. 4th DCA 2014) (noting the narrow interpretation of the phrase "reasonable conditions"): and *Tribune Company v. Cannella*, 458 So. 2d 1075, 1078 (Fla. 1984), *appeal dismissed sub nom., DePerte v. Tribune Company*, 105 S.Ct. 2315 (1985) (the sole purpose of custodial supervision is to protect the records from alteration, damage, or destruction).

Accordingly, the "reasonable conditions" do not include a rule or condition of inspection which operates to restrict or circumvent a person's right of access. AGO 75-50. "The courts of this state have invalidated measures which seek to impose any additional burden on those seeking to exercise their rights to obtain records" under Ch. 119, F.S. inf. op. to Cook, May 27. 2011. And see *State v. Webb, 786 so. 2d 602* (Fla. 1st DCa 2001) (requirement that persons with custody of the public records allow records to be examined "at any reasonable time, under reasonable conditions" is not unconstitutional as applied to public records custodian who was dilatory in responding to public records requests).

A public records request "shall provide sufficient specificity to enable the custodian to identify the

requested records. The reason for the request is not required to be disclosed." Fla. R. Jud. Admin 2.420(m)(l). The custodian "is required to provide access to or copies of records but is not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002). The custodian having custody of the records shall determine whether the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

SECTION C. Extensive requests pursuant to F.S. §199.07.(4).

Sec. 119.07(4)(d), F.S., provides, "[i]f the nature or volume of public records requested to be inspected or copied pursuant to this subsection is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance by personnel of the agency involved, or both, the agency may charge, in addition to the actual cost of duplication, a special service charge, which shall be reasonable and shall be based on the cost incurred for such extensive use of information technology resources or the labor cost of the personnel providing the service that is actually incurred by the agency or attributable to the agency for the clerical and supervisory assistance required or both."

If a public records request requires an extensive use of the City's resources, a special service charge may be imposed. Special service charges will be calculated based upon the City's actual cost of burden, (wages, taxes, insurance, and benefits), for the lowest paid personnel capable of fulfilling the request.

Large volume of records requested. Deposits are based upon an actual estimate of the cost of production, with a minimum of 50% due before production of the records begins.

SECTION D. Fees for inspecting and copying public records pursuant to F.S. §119.07(1)(a).

Public records held by the City are open to inspection by any person, during reasonable times and under reasonable circumstances. Although Florida law makes some records exempt or confidential, the City wishes to make all non-exempt records available to the public at no cost provided the request to inspect or copy records does not involve an extensive use of City personnel or other resources.

(1) One-sided copy, each page.....$0.15
(2) Two-sided copy, each page.....$0.20
(3) Certified copy, each page $1.00
(4) Notary Public Fee.....$5.00
Pursuant to F.S. §117.05(2a); the fee of a notary public may not exceed $10.00 for any one notarial act, except provided in Sec. 117.045.)

For all other requests, the fee prescribed for duplication of public records shall represent the actual cost of duplication.

For purposes of this sections, "Duplicating" means the process of reproducing an image or images from an original to a final substrate through the electrophotographic, xerographic, LED, inkjet or dye sublimation, laser, or offset process or any combination of these processes, by which an operator can make more than one copy without rehandling the original.

SECTION E. Custodian of Public Records and Designated Custodians of Public Records

CUSTODIAN OF PUBLIC RECORDS
Clara VanBlargan, MMC, MSM, City
Clerk cvanblargan@madeirabeachfl.gov
Phone (727) 391-9951, ext. 231

RECORDS CUSTODIANS
The Records Custodian of each department are designated by the City Clerk. The records custodian of their department shall permit the record to be inspected and copied by any person desiring to do so, at any reasonable time under reasonable conditions and under supervision by the custodian (supervisor) of those public records to be inspected or copied. Although, the custodian "is required to provide access to or copies of records they are not required either to provide information from records or to create new records in response to a request." *Commentary, In re Report of the Supreme Court Workgroup on Public Records*, 825 So. 2d 889, 898 (Fla. 2002), and shall determine if the requested records are subject to the rule, whether there are any exemptions, and the form in which the record is provided. Fla. R. Jud. Adm in. 2.420(m)(2). If the request is denied, the custodian shall state in writing the basis for the denial. *Id.*

A list of designated department Records Custodians is posted in each department and on the City's website.

ARTICLE II. DEVELOPMENT SERVICES

A. General Development Services Fee Structure:

It is the intent of the City that all development review costs be borne by the beneficiaries. The initial nonrefundable fee will be required at the time an application is submitted. Costs for review services including personnel, consulting or material will be charged against the account of each application. This policy applies to all the fees of this section.

B. Special Magistrate Hearings. Fees for Special Magistrate Hearings shall be as follows:

(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 05.20, 09/14/2005; res. 04.08, 06/22/2004,Ord. 936, §1, 02/20/2001; Ord. 953, §2, 11/13/2001; Code 1983, §19-502)

(1) Zoning variances for residential dwelling units

(one and two-family dwellings, and townhouses).....$1,800.00

(2) Zoning variances for multifamily, tourist dwellings, or commercial.....$2,000.00

(3) Special exception use $1,800.00

(4) Appeal of decision (appeal is refundable if decision is overruled).....$1,500.00

(5) After-the-fact variance and special exception use shall be two (2) times the variance or special exception use fee *(Ordinance 2016-06)*

(6) Conversion of a nonconforming non-habitable area into a habitable area.....$1,000.00

C. Alcoholic Beverage Permit Application Fee $1,000.00
(Res. 2012-14, 09/05/2012)

D. Platting.
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

(1) Review of construction drawings $500.00

(2) Replat $500.00

(3) Final $500.00

(4) Amendment to a plat $500.00

(5) Minor subdivision.....$350.00

(6) Lot line adjustments.....$200.00

(7) Unity of title $100.00

(8) Rescission of unity of title.....$250.00

E. Vacation. (Not including costs associated with referendum)
(Res. 2016-24, 07/12/2016, Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

Right-of-way (as approved by referendum).....$1,500.00

Easement (as approved by referendum when required) $1,500.00

F. Site Plan and Redevelopment Process
Level of site plan review to be determined in accordance with city land development ordinance and interpreted by development review staff.
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

(1). Minor Site Plan Review $500.00

(2) Intermediate Site Plan Review.....$1,000.00

(3) Major Site Plan Review $2,000.00

(4) Administrative Waiver $500.00

(5) Nonconforming structure encroachment, extension and additions (Sec 110-93(3)f)....$1,000.00

G. Preliminary plan meetings – Base Fee..... $250.00

Interpretation of regulations such as the land development regulations, intensity and density, nonconforming provisions, floodplain regulations, Florida Building Code, subdivision regulations, and/or Predevelopment review meetings. Such services would include up to one hour of meeting and or research of applicable development city staff or consultant(s). Time required above an hour or requiring the participation of additional staff, shall be charged at the rate of $100.00 per hour. On-site consultation with planner, building official, permit technician, or Certified Flood Plain Manager (as needed; by request) requires an additional fee of $100.00. Any formal letter prepared by city staff requires an additional fee of $100.00.

H. Zoning and/or Floodplain Verification Letter $100.00

Includes one hour of research. Additional research time shall be charged at the rate of $100.00 per hour. *(Res. 2016-24, 07/12/2016)*

Verification in writing (formal letter on City stationary) as to the property's zoning. This includes a copy of the related district regulations. Such letters are often requested by realtors for property closings.

I. Land Development Regulations Amendment $1,500.00
(Res. 2016-24, 07/12/2016)

J. Land Use Amendment $3,000.00
(Res. 2016-24, 07/12/2016; Res. 07.14, 06/26/2007; Res. 04.02, 01/27/2004)

K. Rezoning.....$2,000.00
(Res. 07-14, 06/26/2007)

L. Planned Development (PD) and Planned Development Amendments. (Res. 07.14, 06/26/2007)

(1) Development Meetings-Charged as Plan Review Meetings at the combined hourly rate of all staff assigned by the Community Development Director.

(2) Plan Review $2,500.00

a. Each Subsequent Revision $500.00

(3) Minor modifications not requiring full site plan, neighborhood/community meetings or zoning map amendment or amendment of the development agreement $1,000.00

(4) Major modifications .....To be charged by the full rate for a new Planned Development.

(5) Development Agreements Application fee of ..... $500.00 and charges will include all staff and consulting time at hourly rates plus benefits and will be paid prior to execution of the Development Agreement Ordinance.

M. Special Agreements (for Development Agreements, see Section L)
(Res. 10.12, 07/20/2010; 07.14, 06/26/2007)

(1) For Board of Commissioner's Approval..... $500.00

**Plus, City Attorney's legal and recording fees; i.e. encroachment(s); use of City parking area, etc.*

(2) For Administrative Review and Approvalall staff hourly rates, legal and recoding fees

N. Unaddressed Research Requests – Base Fee $100.00

O. Short-term/Vacation Rental Certification Certificate of Compliance $300.00

P. Specific Site Plan Applications

(1) Dog Dining Request $75.00
A fee of $75.00 shall be required for both the initial application and subsequent annual renewals requesting to allow dogs in specified outdoor area(s) of a food service establishment during operating hours. This fee shall offset the City's cost to administer, review and inspect such request. This fee shall apply only to pet dogs, service animals are already permitted within business establishments by law.

(2) *Outdoor Cafes on Public Sidewalk Request*.....$175.00

Q. Building Permit Fee Schedule.

The following building permit fee schedule shall be used when issuing a permit for any type of construction including, but not limited to, the following: Commercial, Residential, Single Family or Multi-Family for Building, Mechanical, Plumbing, Gas, Fire Roofing, Swimming Pools, Aluminum Structures, Interior or Exterior remodeling, Accessory Structures, Additions, Fuel Tanks, Alarms, Sprinklers, Driveways, Signs, Docks, Seawalls, Walls and Fences, Sheds, Infrastructure or Excavation, or any other type of construction under the Florida Building Code.

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016)

(1) Residential and Commercial (NON-REFUNDABLE) permit plan review deposit fee
a. Value of $30,000.00 or more ..... 25% of total permit fees

The application plan review fee shall be collected at the time of the submitted permit application. This shall be a non-refundable plan review application fee in addition to any other applicable fees listed in Article II, Section I (Building Permit Fee Schedule).

Definitions of "residential" and "commercial" are based on the current Florida Building Code.

(2) Valuation Fee: One Percent (1%) of the Total Project Value, which includes both materials and labor and other related fees). Zero Percent (0%) of the Total Project Value for all Hurricane Helene & Milton permit fees for work involving the interior and/or the exterior demolition, repairs, and/or new construction which includes both materials and labor and other related fees resulting from damage by both listed Hurricanes until March 26, 2026. The zero percent (0%) permit fee for Hurricane Helene and Hurricane Milton (2024) permits only applies if the property has not been sold since September 26, 2024, if the property has

a new owner since September 26, 2024, then the one percent (1%) permit is in effect.

The Board of Commissioners may vote to temporarily charge zero percent (0%) post-disaster permit fees and must include a start and end date.

(3) Florida Surcharge Fee: The Building Permit fee as required by Florida Law, a total of two and one- half (2½%) percent per permit. A minimum of four dollars for the Building Permit Fees.

(4) Miscellaneous Fees:

a. Certificate of Occupancy and/or Certificate of Completion $50.00
b. Change of contractor (all trades) $50.00
c. Change of use or occupancy $100.00
    i. Additional research time over one hour shall be charged at the rate of $100.00 per hour.
d. Demolition of structure:
    i. Demolition base fee (up to 5,000 sq. ft) $200.00
    ii. Structures over 5,000 sq. ft $500.00
e. Early release of power *(before electrical final)* $50.00
f. Permit extension *(per extension)* $50.00
g. Transfer of Permit $50.00
h. Failed inspection(s) *(per inspection)* $50.00
i. Floodplain or damage pre-permit inspection, Fire or Structural *(Includes Trades), and Building Code, Life & Health Safety* $150.00
j. After hours inspection *(beyond normal business hours)* $250.00
k. Tagged property (yellow or red) and stop-work order *(per order)* $100.00
l. Well/Test boring and abandonment application $100.00
m. Building Safety/Milestone Report Review Fee $250.00

(5) "After the Fact" permit fee:

a. Shall be **(5)** times the face value of the permit valuation fees.
b. Any subsequent "After-the-fact" permit issued to the same Contractor, Property Owner and/or Homeowner within the following (12) months shall be **(10)** times the normal fees.

Zero percent (0%) post-disaster related permits and post-disaster after-the-fact permits, as approved by the Board of Commissioners after a disaster, will be charged at the regular rate after the timeframe has expired.

(6) Refunds. NO refunds on permits unless such permit was issued in error in part of the City. There shall be no refund of fees if work commences or of the permit is 90 days or older.

(7) Miscellaneous items. At the discretion of the Building Official, all construction related activities that do not qualify under one of the trades (Building, Mechanical, Electrical, Plumbing, and others) may be classified as miscellaneous. A permit for such activity may or may not be required at the discretion of the Building Official. An appropriate related fee shall be set by the Building Official for such miscellaneous permit.

(8) Rental inspection fees (4 units or less)

a. Initial application.....$40.00
b. Biennial license renewal.....$15.00
c. Initial inspection *(per unit)*.....$50.00
d. Biennial inspection *(per unit)*.....$70.00
e. Re-inspection fee *(per inspection)*.....$100.00

Re-inspection fee for every inspection after second if failure to correct violation(s) is due to owner/manager negligence.

f. Penalties: Ten percent (10%) penalty for failure to submit a timely renewal fee during first month of delinquency; an additional five percent (5%) penalty for each month of delinquency thereafter.

R. Impact Fee Schedule

Impact fees were adopted beginning on April 1, 2022, and impact fees are updated annually beginning October 1st each year through fiscal year 2028 in accordance with the schedule below, based on the following amount per sq ft of building area*:

Category or Class	Calculated fee rate multiply by building area						
	FY 2022	FY 2023	FY 2024	FY 2025	FY202 6	FY 2027	FY 2028
Culture & Recreation	$3.57	$4.76	$5.94	$7.13	$8.23	$9.52	$11.89
Mobility	$0.45	$0.60	$0.75	$0.90	$1.05	$1.20	$1.50
Public Safety	$0.18	$0.24	$0.30	$0.36	$0.42	$0.48	$0.60
Total	**$4.20**	**$5.60**	**$6.99**	**$8.39**	**$9.70**	**$11.20**	**$13.99**

**Building area refers to the enclosed area of buildings measured in square feet within the city according to the Pinellas County Property Appraiser as provided in the field TOTLVGAREA in the Pinellas County Property Appraiser's Geographic Information System.*

ARTICLE III. FINANCE DEPARTMENT

A. Credit Card Transaction Convenience Fee .....An amount suitable to recover card processing fees charged to the City.

B. Indebtedness Search.....$50.00

C. Returned/unfunded/worthless checks.....*Pursuant to F.S. §68.065(2)*

D. Recording of Documents:

(1) First Page.....$10.00
(2) Each Additional Page.....$8.50

E. *Parking fines and penalties.* Parking fines and penalties shall be as follows:
(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)

(1) Overtime Parking $60.00
Nonpayment of expired paid parking
(2) Double Parking.....$80.00

(3) Parking in a "NO PARKING" Zone $90.00

(4) Other Improper Parking.....$90.00

(5) Delinquency Fee (After 15 Days).....$30.00

(6) Disabled Parking Permit.....*Sec. 66-52(c), Code of Ordinances.*

(7) ADA Parking Violations $250.00

(8) Fire Lane Violations $250.00

Note: A Parking enforcement officer can ticket every hour for repeat violations.

F. *Special event parking permit (daily permit)* $35.00
Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager.
(Res. 2014-20, 05/13/2014)

Johns Pass Seafood Festival
Memorial Day

The Fourth of July
Additional event days as authorized by the BOCC by resolution.

G. *Business Parking Permit (up to 4 permits/month/Business) per month* $40.00
Permit for any business with current Local Business Tax Receipt (BTR).

H. *City-wide parking rate*.....$4.00/hr (minimum)

I. ~~*Overnight Parking*~~ *24-Hour Parking Session*..... $96.00~~/day~~
up to 7 days. Selective Surface Parking lots from 130th to Kitty Stuart Park.

J. *Festival Parking. The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.*

K. *Parking Prohibition Area - No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*

L. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to

environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners.

**Note/Clarification: Due to the parking fee increasing from $4.00 per hour, the minimum charge for credit cards for half ~~the~~ time or thirty minutes is now $2.00.*

(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)

ARTICLE IV. FIRE DEPARTMENT

A. *Fire & Life Safety Inspection*

High Hazard as defined by the Fire Marshal-Annual
Low Hazard as defined by the Fire Marshal-Biennial

(1) Places of Assembly (Posted Occupant Load):

a. Low Hazard Up to 49 People.....$50.00
b. Low Hazard 50 – 149 People.....$100.00
c. Low Hazard 150 People or More.....$150.00
d. High Hazard Up to 49 People.....$100.00
e. High Hazard 50 – 149 People.....$150.00
f. High Hazard 150 People or More.....$250.00

(2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater)

a. Low Hazard 5 – 10 Units.....$100.00
b. Low Hazard 11 – 20 Units.....$150.00
c. Low Hazard 21 – 49 Units.....$200.00
g. Low Hazard 50 or More Units.....$350.00
h. High Hazard 5 – 10 Units.....$150.00
i. High Hazard 11 – 20 Units.....$200.00
j. High Hazard 21 – 49 Units.....$250.00
k. High Hazard 50 or More Units.....$350.00

(3) Automotive and/or Marine Service, Fueling or Storage Facilities.....~~$200.00~~ $250.00

~~(4) Automotive and/or Marine Fueling Facilities.....$200.00~~

(5) Standalone Single Business: Low Hazard

a. Up to 2,499 sq. ft.....$50.00
b. ~~2,000~~ 2,500 or more sq. ft.....$100.00

(6) Standalone Single Business: High Hazard

a. Up to 2,499 sq. ft.....$100.00
b. 2,500 or more sq ft.....$150.00

(7) Multiple Commercial/Businesses: High Hazard

a. Unoccupied, per suite.....$25.00
b. Occupied, per suite.....$50.00

(8) Storage Facilities: High Hazard
a. Up to 4,999 sq. ft ..... ~~$100.00~~ $200.00
b. 5,000 or more sq. ft ..... ~~$200.00~~ $300.00

(9) Subsequent Fee for Each Return Inspection for Compliance ..... ~~$30.00~~ $50.00

(10) Fire Department Red Tag/Stop Work Order ..... ~~$50.00~~ $100.00

B. Fire Plan Review and Correlated Inspection(s)

(1) For Site Plans and Building Plans $0.05/sqft

(2) Other fire plans review (fire alarm, fire suppression, etc.) $250.00

(3) Failed inspections(s) (per each inspection) $50.00

C. CPR Classes. ($25.00 Fee covers the cost of the CPR card upon successful completion)

(1) Resident $25.00

(2) Non-resident $50.00

(3) Government Municipalities, Partner Organizations, etc $25.00

D. Fire Engine Rental for Fire System Testing and/or Certification.

(1) First 4 Hours $1,000.00

(2) Each Additional Hour $250.00

(Res. 08.10, 09/23/2008)

E. Special Event Fee

(1) Fire Rescue Special Event (per Hour) ..... ~~$125.00~~ $150.00

(2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day). $50.00

(3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event) ~~$100.00~~ $200.00

F. Short Term Vacation Rental Inspection Fees - ~~Annual (Air BNB, VRBO, etc.) ..... $100.00~~

(1) Single Family Apartment/Condo $100.00
(2) Single Family Residential Home (up to three bedrooms) $150.00
(3) Single Family Residential Home (more than three bedrooms $250.00

ARTICLE V. PARKS & RECREATION

(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09,03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14,06/26/2007; Res. 05.20, 09/14/2005; Res. 06.23, 09/13/2005; Code 1983 §19-508)

A. Recreation.

(1) Adult Sports Registration:

a. Rate determined by sport, competitive analysis, and cost recovery.
   i. Resident/Non-Resident Pricing model will be utilized.

(2) Youth Sports
a. Rate determined by sport, competitive analysis, and cost recovery.
   i. Resident/Non-Resident Pricing model will be utilized.

(3) After-School Program ~~(will take effect August 1, 2020):~~
a. Resident *(daily)* ..... ~~$9.00~~ 10.00
b. Non-Resident *(daily)* ..... ~~$12.00~~ $14.00
c. City Employee *(daily)* ..... ~~$9.00~~ $10.00

(4) Summer Camp Program:
a. Resident Rate by Session:
   i. Session 1 ..... ~~$500.00~~ $625.00
   ii. Session 2 ..... ~~$500.00~~ $625.00
   iii. Full Summer Session ..... ~~$1,000.00~~ $1,250.00
   iv. Individual Weekly Rate $150.00
b. Non-Resident Rate by Session:
   i. Session 1 ..... ~~$625.00~~ $750.00
   ii. Session 2 ..... ~~$625.00~~ $750.00
   iii. Full summer session ..... ~~$1,250.00~~ $1,500.00
   iv. Individual weekly rate $200.00
c. City Employee ..... Free

(5) Fitness Classes
a. Contracted Recreation Instructors will agree to a 75% and 25% contract split with the City for their services.
b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.

B. Recreation Center and City Hall Rentals.
(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2-15; Res. 2014-53, 12/20/2014)

(1) Monday – Thursday rental period. Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. In addition to the hourly rental rates, the City will also collect all required sales tax. Deposits may be refunded within thirty (30) days of an event.

a. Recreation Center Rooms (security deposits are refundable)
   i. Boca View Hall w/ patio (*security deposit $200.00*.00) ..... ~~$200.00/hr.~~ $225.00/hr
   ii. Ocean Walk Room (*security deposit $200.00)* ..... ~~$100.00/hr.~~ $125.00/hr
   iii. Starboard Room (*security deposit $200.00)* ..... ~~$50.00/hr.~~ $75.00/hr
   iv. Outside Deck (*security deposit $400.00)* ..... ~~$100.00/hr.~~ $125.00/hr

b. City Hall Rooms (security deposits are refundable)
   i. City Centre Room (*security deposit $400.00)* ..... ~~$250.00/hr.~~ $275.00/hr

(includes use of outside deck & restrooms)

ii. Commission Chambers* (*security deposit $200.00)* ..... ~~$100.00/hr.~~ $125.00/hr

***ONLY** as a backup space for outside reservations negatively impacted by weather.*

c. Resident Discount- applied to hourly rental rates..... 20% discount.

(2) Friday – Sunday rental period. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. Security deposit may be refunded within thirty (30) days following an event.

a. Recreation Center Rooms (security deposits are refundable)

i. Boca View Hall w/ patio *(security deposit $200.00)*..... ~~$225.00/hr.~~ $250.00/hr

ii. Ocean Walk Room *(security deposit $200.00)* ..... ~~$125.00/hr.~~ $150.00/hr

iii. Starboard Room *(security deposit $200.00)*..... ~~$75.00/hr.~~ $100.00/hr

iv. Outside Deck *(security deposit $200.00)*..... ~~$125.00/hr.~~ $150.00/hr

b. City Hall Rooms (security deposits are refundable):

i. City Centre Room *(security deposit $400.00)* ..... ~~$275.00/hr.~~ $300.00/hr *(includes use of outside deck & restrooms)*

ii. Commission Chambers* (*security deposit $200.00)* ..... ~~$125.00/hr.~~ $150.00/hr

***ONLY** as a backup space for outside reservations negatively impacted by weather.*

c. Resident discount on hourly rates.

(3) Cleaning Fees *(per location)*..... ~~*$100.00*~~ $200.00

C. Park & Pavilion Rentals

(Res. 2016-24, 07/12/2016; Res. 2015-09,03/10/2015)

(1) Archibald Park

a. Pavilion rental for four (4) hours (each additional hour is $25.00/hour):

i. Resident..... $100.00

ii. Non-Resident..... $200.00

b. Sand Volleyball Court Rental for four (4) hours (each additional hour is $25.00/hour):

i. Resident..... $25.00

ii. Non-Resident..... $50.00

(2) John's Pass Park:

a. Pavilion rental for four (4) hours (each additional hour is $25.00/hour):

i. Resident..... $100.00

ii. Non-Resident..... $200.00

(3) Splash Pads Rentals

a. Resident Rates

i. Splash Pad (2 Hours)..... ~~$100.00~~ $200.00

~~ii. Splash Pad w/ Tables & Chairs on Patio (2 Hours) ..... $200.00~~

b. Non-Resident Rates

i. Splash Pad (2 Hours) ..... ~~$150.00~~ $300.00
~~ii. Splash Pad w/ Tables & Chairs on Patio(2 Hours) ..... $250.00~~

D. Athletic Field Rentals
(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)

(1) Hourly resident rates by facility (6.8% Sales Tax NOT included)
a. Softball Field ..... ~~$25.00~~ $30.00/hr
b. Soccer Field ..... ~~$25.00~~ $30.00/hr
c. Basketball Court ..... ~~$5.00~~ $10.00/hr
d. Tennis Court ..... ~~$5.00~~ $10.00/hr
e. Field Preparation and Lining (softball) ..... ~~$45.00~~ $50.00
f. Field Preparation and Lining (football/soccer) ..... ~~$25.00~~ $30.00
g. Attendant Fee (per staff member) ..... ~~$25.00~~ $30.00
h. Rental Cleaning Fee ..... ~~$25.00~~ $30.00
i. Light Fee ..... ~~$10.00~~ $15.00/hr

(2) Hourly non-resident rates by facility (6.5% Sales Tax NOT included)
a. Softball Field ..... ~~$30.00~~ $35.00/hr
b. Soccer Field ..... ~~$30.00~~ $35.00/hr
c. Basketball Court ..... ~~$10.00~~ $15.00/hr
d. Tennis Court ..... ~~$10.00~~ $15.00/hr
e. Field Preparation and Lining (softball) ..... ~~$50.00~~ $55.00
f. Field Preparation and Lining (football/soccer) ..... ~~$30.00~~ $35.00
g. Attendant Fee (per staff member) ..... ~~$30.00~~ $35.00
h. Rental Cleaning Fee ..... ~~$30.00~~ $35.00
i. Light Fee ..... ~~$15.00~~ $20.00/hr

E. Wedding Permits.

(1) Small wedding permit application fee $100.00*
*a. *A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*

(2) Wedding permit application fee $200.00*
*a. *A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

F. Beach Picnic Permits
A Beach Picnic Permit is required for any organized, private gathering on City-controlled beach property that does not constitute a wedding, memorial service, or permitted special event. Additional fees may apply as determined by staff.
(1) Small Beach Picnic Permit (gathering of fewer than 50 persons) $100.00
(2) Standard Beach Picnic Permit (gathering of 50 or more persons) $100.00

G. Special Events.

(1) Event Application Fee *(less than 1,000 attendees)* $100.00

(2) Event Application Fee *(more than 1,000 attendees)* $250.00

~~*A fee of $100.00/$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required*~~. *The BOC may waive the application fee by resolution at annual special event review* ~~*when determined in the best interest of the community and*~~ *upon demonstration of non- profit status and community benefit.*

(3) Deposit. ~~*Deposits shall be determined upon the estimated impact on the City owned property of which the event is hosted*~~.

a. Small event..... $250.00
b. Large event..... $500.00

A refundable deposit ~~*shall be*~~ *payable in advance* ~~*to the City in advance of the event*~~ *for the damage to public property or City services incurred in direct association with the event* ~~*. and not identified in the original special event application approval. The BOCC may waive the deposit by resolution at annual special event review when determined in the best interest of the community, and upon.*~~ *The City reserves the sole right to determine* ~~*which*~~ *what portion, if any,* ~~*of the deposit*~~ *shall be returned to the applicant within 30 days after the event. The City Manager may waive special event fees* ~~*to the amount of no more than*~~ *up to $500 upon* ~~*his/her*~~ *determination* ~~*that it will be a benefit to the*~~ *of community benefit.*

(4) Fees

a. Large Event (1,000+ Attendees)
   i. Facility Rental Per Event $3,000.00
   (Includes use of stage and event field)

b. Small Event (Less than 1,000 attendees)
   i. Stage Fee
      1. Resident..... $50.00/hr.
      2. Non-Resident..... $100.00/hr.
   ii. Field Usage Fee
      1. Resident..... $50.00/hr.
      2. Non-Resident..... $100.00/hr.

c. City Event Fees
   i. Trash Can Fee *(per trash can)* $5.00
   ii. Dumpster fee with single pick-up 3 Yard Dumpster..... $136.70
   iii. Event Barricades (~~available at~~ City Hall ~~P~~property ~~O~~only)
      1. Setup Fee per – event $100.00
      2. Barricade Fee - per day $10.00

   iv. Table Games (Canasta, Bridge, etc.)
      1. Resident..... $1.00
      2. Non-Resident..... $2.00

Other fees including but not limited to additional City personnel staff, such as EMT support through Madeira Beach Fire Department, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.

~~d. Mandatory Non-City Fees. The required use of Pinellas County Sheriff's Deputies, as defined within the special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the **sole responsibility of the applicant** to secure the appropriate number of deputies as required by the Sheriff's Department.~~

~~**e.** Other Non-City Fees. Other fees included but not limited to Madeira Beach City Centre and field clean-up, additional civilian security, and vehicle parking professionals shall be the **sole responsibility of the applicant.**~~

~~f. Table games (Canasta, Bridge, etc.)~~

~~i. Resident: ..... $1.00~~

ii. ~~Non-resident: ..... $2.00~~

(5) Mandatory & Other Non-City Fees

a. Pinellas County Sheriff's Deputies shall be negotiated directly with the Sheriff's Office. It is the sole responsibility of the applicant to secure the appropriate number of deputies.

b. Other non-City fees for clean-up, civilian security, and parking professionals shall be the sole responsibility of the applicant.

(6) Park-Based Event Permit – Archibald Park, John's Pass Park, & John's Pass Bell Tower (NEW)

Applicable to organized gatherings or private events held at Archibald Park or John's Pass Park that do not qualify as large special events under subsections (1)-(4) above. Permits are required for all organized gatherings regardless of admission charge. The following fee schedule applies equally to both park locations.

a. Event Permit Application Fee

i. Up to 75 attendees $75.00

ii. 76-200 attendees $150.00

b. Park Impact Fee (per permitted event)

i. Up to 75 attendees $100.00

ii. 76-200 attendeed $250.00

c. Refundable Damage Deposit

i. Up to 75 attendees $150.00

ii. 76-200 attendees $300.00

d. Attendant Fee (per City staff member required) $25.00/hr

e. Trash, dumpster, and barricade fees per Section G(4)(c) above.

f. The Recreation Director may require additional City services at actual cost based on event scope and anticipated impact on park facilities.

g. The City Manager may waive the permit application fee up to $75.00 for events providing a direct benefit to the community.

Deposits are refundable within 30 days of the event provided the park is left in satisfactory condition as determined by City staff.

ARTICLE VI. PUBLIC WORKS

A. Trash, Recycling, and Garbage

(1) Removal service fees-

All residents, occupants, or owners of premises in the city shall be required to have accumulations of garbage, trash, garden trash, recyclable items, and noncombustible refuse removed and disposed of by the sanitation division of the city Public Works Department. For the purpose of this section a unit shall be defined as a living unit for human habitation containing kitchen facilities. For a resident, occupant or owner of a premise in the city to qualify for the declared disaster sanitation fee the following requirements must be met: (1) the premises must have a structure on it that is rendered unoccupied and uninhabitable due damage sustained from Hurricanes Helene or Milton; (2) there must be an active city permit for demolition or remodel/repair of the structure; (3) the resident, occupant or owner must complete an on-line application and receive approval of that application by the City in writing; (4) the resident, occupant or owner must not be residing on the premises. This requirement, for example, prohibits the resident, occupant or owner from residing in the structure, tent, camper, recreational vehicle or other living quarters whether temporary or permanent; (5) the resident, occupant or owner may not place any trash, trash container, debris, equipment, or other materials at curbside for city sanitation collection or removal. Upon approval of the declared disaster sanitation fee application the City will remove city issued trash and recycling containers. The charges for garbage, recycling, and trash removal services shall be as follows:

a. Single Family and Multi-Family, per dwelling, per month:
   i. 64 Gallon Cart.....$38.74
      - Each additional cart per month.....$14.00
   ii. 96 Gallon Cart.....$45.74
      - Each additional cart per month.....$14.00
   iii. Declared Disaster Sanitation Fee.....$10.00

b. Commercial. All offices and business establishments required to have a local business tax receipt are hereby classified commercial. A commercial rate for the collection of garbage and trash is hereby established to be in accordance with the following for non-compacting containers:
   i. Service twice per week, per month (Dumpster)
      (a) One cubic yard.....$122.82
      (b) One and a half cubic yard.....$157.00
      (c) Two cubic yard.....$191.17
      (d) Three cubic yard.....$259.52
   ii. Each additional service per week, per month (Dumpster)

(a) One cubic yard $68.35
(b) One and a half cubic yard $76.90
(c) Two cubic yard $102.53
(d) Three cubic yard $136.70

iii. Service twice per week, per month (96 Gallon cart) $40.00
- Each additional cart per month $14.00

iv. Each additional service per week, per month (96 gallon cart) $16.00

v. Sunday collections are double the additional service rate.

vi. Replacement Toter fee $75.00

vii. Accounts classified as multifamily dwelling, or hotel, motel or motor lodge may elect to be charged for garbage and trash removal services in conformity with the commercial rates defined in this section but in no case shall less than one can per unit be elected. It is the burden of the property owner to notify the city of such election. Those establishments electing the commercial or bulk rate shall have the option of changing the type of service by giving 30 days' notice. Requests for changes in service shall be in writing and addressed to the city. The city reserves the right to determine the number of cans, the number and size of containers and/or frequency of disposal, with applicable charges, during any period of the year, for commercial containers.

c. Bulk item removal. Any item identified in section 54-33 regarding the removal of other waste and non-combustible refuse will be collected by the city, for a minimum disposal fee of $50.00 plus $10.00 for each item picked up

d. Unlawful/Illegal Dumping $250.00

e. Bulk waste. Noncombustible refuse in excess of normal weekly limits, by either residential or commercial establishments shall be picked up at the rate of $50.00 per hour per collection day, based on elapsed time of collection, plus allowances for disposal run and dump charges. Such charges shall also be made to homes having more than normal trash collection.

(2) Recycling service fees (Commercial)

a. Condominium properties shall be billed based on direct costs incurred by the City to provide recycling service through its contractual service provider.

(3) Billing.

It is the property owner's responsibility to pay charges against the property. It shall be at the discretion of the city to determine the appropriate billing party. Upon request, the city will attempt to bill tenants, but only if the owner signs a statement acknowledging his responsibility for the charges generated, along with the information necessary so that they may be contacted at the point wherever a delinquency occurs. The city reserves the right to bill the property owner, if it so chooses, regardless of circumstances surrounding the account.

(4) Owner's liability.

If the premises are sold, any remaining claims by the city for garbage and trash services not settled at time of transfer of ownership of the property shall become the responsibility of the new owner. This applies equally to the sale or foreclosure of any property and represents charges for service presently or previously provided. On all premises, the owner of such premises shall be liable for all garbage and trash service charges against the property irrespective of whether such premises is occupied by owner, tenant, or vacant. The occupation of fully constructed premises shall be irrelevant to the liability of the owner and/or occupant for the charges as provided for in this section. The schedule of charges shall be imposed on all fully constructed premises, whether occupied or not, and regardless of volume of garbage or trash generated. Liability for payment shall begin on the date of ownership ofproperty.

(5) Payment, penalties, delinquency constitutes lien against property.

(Code 1983, §19-511)

All garbage and trash fees are due and payable upon receipt. Bills not paid within 30 days of the billing date will be considered delinquent and shall constitute grounds for filing a lien against the property with the clerk of the circuit court. Bills that arrive after the 30-day deadline will be assessed penalty interest on the next bill. It is the owner's responsibility to see that the payment arrives within the 30-day billing period. Bills not paid within 30 days shall have penalty interest added at the rate of 1½ percent per month beyond the delinquency date (30days).

B. Stormwater Utility Management

(1) Created.

A stormwater management utility fee, also referred to in this section as "fee" was created and imposed on all developed property within the city for services and facilities provided by the stormwater management program. For the purposes of imposing the fee, all developed property within the city shall be classified into the following three classes:

a. Residential Property
b. Non-Residential Property
c. Mixed Use Property

The Public Works Director will, from time to time, prepare a list of property within the City and assign a classification of residential or nonresidential property.

(2) Schedule of Rates

(Res. 05.20, 09/14/2005)

(1) The EDU rate shall be ~~$10.00~~ $20.00 per month for each EDU.
(2) The stormwater management utility fee shall be calculated for each developed property as follows:
    i. The fee for property consisting solely of dwelling units is the rate of one EDU multiplied by the number of dwelling units existing on the property. That is:

Fee = (EDU rate) X (Number of dwelling units)

ii. The fee of a property with no dwelling units is the rate of one EDU multiplied by the numerical factor. The numerical factor is obtained by dividing the total impervious area in square feet of the nonresidential property by 1,249 square feet. The resulting calculation is:

Fee = (EDU rate) X (Impervious area expressed in square feet) / 1,249 square feet, but not less than the rate for one EDU)

Fractional remainders

iii. The fee for mixed use property (dwelling units and commercial) is the rate of one EDU multiplied by the number of dwelling units existing on the property. The total on-site impervious is then compared to the impervious area allocated to dwelling units by multiplying the number of dwelling units X 1,249 square feet per dwelling unit and subtracting the resulting square footage of impervious area from the total impervious area. If the remaining impervious area is zero or negative, the fee is the EDU rate multiplied by the number of dwelling units.

If the remaining impervious area is greater than zero, then the additional fee for the remaining impervious area is calculated under subsection (2)(b) of this section.

(3) The minimum fee for developed property, whether residential or nonresidential, within the city is equal to the rate of one EDU subject to reduction as set forth in subsection (4) of this section.

(4) On-site stormwater quality management facilities reduction shall be allowed and calculated as follows:

i. In order to encourage the improvement of the quality of stormwater runoff, a reduction in the stormwater management utility fee is authorized for those developed properties which are addressed by a stormwater management facility designed and constructed for the purpose of stormwater pollution reduction.

ii. A reduction in fee is allowed for a particular developed property only if the stormwater runoff from the property is treated by a stormwater management facility that has been designed, constructed, and is maintained properly for the purpose of stormwater pollution reduction and adheres to the drainage requirements of the ten-year frequency, 60-minute storm event. If it is determined by the Director of Community Services that the stormwater management facility has not been, nor is currently being, properly maintained as designed, the Director of Community Services may disallow the on-site stormwater management facility credit.

iii. Specific stormwater treatment facilities that qualify for this reduction include, but are not limited to, retention or filtration ponds; front, rear, and side lot swales; mechanical treatment or separation facilities; or extensive improvement in the amount of pervious surfaces by the use of turf-block for parking areas, driveways, patios and sidewalks.

iv. For applicable properties, the fee shall be reduced by 25 percent. The reduced fee will, therefore, be calculated as the fee determined in this subsection multiplied by the factor of 0.75 (Fee X0.75).

(3) Billing, Collecting, Delinquency, and Penalty

a. Bills for stormwater service shall be rendered bimonthly by the county water system as agent for the city. The fixed monthly charge shall be payable in advance.

b. If any bill shall not be paid within seven days after the date it has been declared delinquent, water service to the premises shall be disconnected until such delinquent account is paid in full, including all applicable disconnection and reconnection charges.

c. Statements for the stormwater management utility fee shall be payable at the same time and in the same manner and subject to the same penalties as they are otherwise set forth for other utility fees administered by the city. The property owner or fee payer will be notified of any delinquency in the payment of the stormwater management utility fee in the same manner that delinquent water, garbage and sewer bills are notified and the failure to pay such fee as is otherwise provided in the statement rendered to the payer shall subject the property to the discontinuance of water, garbage and sewer services and shall subject the fee payer to all other penalties and charges provided relative to the discontinuance of such utility services.

d. The administrative appeal and hearing procedure applicable to the discontinuance of utility services shall be applicable to the discontinuance of such services for the nonpayment of the stormwater management utility fee.

(4) Adjustments of fees.

(Code 1983, §19-512)

a. Any owner, tenant or occupant who has paid the rendered fee and who believes that the fee is in error may, subject to the limitations set forth in this division, submit an adjustment request to the Public Works Director.

i. Adjustment requests shall be made in writing and shall set forth in detail the grounds upon which the belief is based.

ii. The Public Works Director shall review the adjustment request within 90 days of the submittal of the request and shall respond in writing to the requesting fee payer, either denying or granting the request with the reason therefore stated in such response.

iii. The rate adjustment, if granted, will apply retroactively to the date at which the erroneous information was applied to the fee payer's fee, but will not exceed one year prior to the adjustment request.

iv. Upon denial of the adjustment request, the owner, tenant, or occupant making the original adjustment request may, within 30 days of the receipt of denial, petition for a review of the adjustment request by the board of adjustment. The board of adjustment shall review the adjustment request in accordance with the provisions set forth in the City Code, Chapter 2, as well as the documented evidence provided in the original adjustment request and supplemental evidence requested by the Director of Community Services or provided by the fee payer prior to the decision made by the Director of Community Services. Within 60 days of the petition the board of adjustment shall in writing, either grant or deny the petition. If the petition is granted, the Public Works Director will apply the adjustment to the fee for the requesting customer for the retroactive period identified by the board of adjustment.

b. The Public Works Director, upon discovering an error or oversight in the calculation of the fee, may initiate an adjustment request. The request must be made in writing documenting the reasons for the adjustment. In the event that the adjustment would require the increase in fee for a fee payer, the Public Works/Marina Director must provide the adjustment request to the affected fee payer 30 days prior to adjusting the fee and offer the fee payer an opportunity within the stated 30 days to provide reasons why the adjustment should not be made. An increase or decrease in fee shall not be retroactively effective more than one year from the date of adjustment.

(5) Sec. 70-156. - Enforcement.

a. *Civil penalties.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a civil penalty not less than $50.00 or more than $500.00 per day, or imprisonment of up to 60 days, or both such fines and imprisonment, for each violation.

b. *Criminal penalties.* Any intentional or willful violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to a criminal penalty not less than $50.00 or more than $500.00 per day, or imprisonment of up to 60 days, or both such fine and imprisonment, for each violation.

c. *Injunctive relief.* Any violation of any provision of this article, or of any regulation or order issued under this article, shall be subject to injunctive relief if necessary to protect the public health, safety, or general welfare.

d. *Continuing violation.* A person shall be deemed guilty of a separate violation for each and every day during any continuing violation of any provision of this article, or of any regulation or permit issued under this article.

e. *Enforcement actions.* The director may take all actions necessary, including the issuance of notices of violation and the filing of court actions, to require and enforce compliance with the provisions of this article and with any regulation or permit issued under this article.

ARTICLE VII. MADEIRA BEACH MUNICIPAL MARINA

A. Vessel inspection.

(Code 1983, Chapter 19, Article VII)

Live-aboard vessels desiring to stay beyond ten days will be required to obtain a no- fee annual permit and pay a vessel inspection fee of $25.00

B. Madeira Beach Municipal Marina fees

(Res 2016-03, 02/10/2016)

The marina maintains the ability to adjust the rates below to account for changes in the sales tax Rates during the fiscal year; allowing for payments to stay consistent until this manual is updated and approved by the Commission. Employees receive the same rates as residents. The marina staff can issue transient slip discount coupons up to 20% off through online booking sites as a marketing tool. Discounts will be for off-peak times.

Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):

(1) Transient Wet Slip per day ..... $2.34 ~~$2.10~~/foot/day

(2) Transient Wet Slip per week ..... $12.00~~$11.00~~/foot/week

(3) Transient Dry Storage
   a. Regular per day $28.04/day
   b. Holidays and/or weekends per day $37.38/day

(4) Transient Dry Storage ..... $257.01 /month

(5) Wet Slip non-Live-aboard ..... $15.50 ~~$13.50/~~foot/month

(6) Boat Lift ..... $19.00 ~~$17.00~~/foot/month

(7) Wet Slip Commercial non-live-aboard ~~wet slip~~ ..... $16.50 ~~$14.50~~ /foot/month

(8) Wet Slip Live – aboard ..... $23.00 ~~$20.00~~/foot/month

(9) Dry Storage – under 26' boat length ..... $186.92 ~~$172.90~~/month

(10) Dry Storage – 26'+ boat length ..... $233.64 ~~$210.28~~/month

(11) Resident Dry Storage *(Limited to Madeira Beach Residents Only)* ..... *$140.19*~~$130.84~~/month

(12) Dry storage for non-motorized boat* ..... $28.04 ~~$28.17~~/month
   *a. *Kayaks, canoes, and small boat that can be carried by one (1) person.*

(13) Boat Ramp Fees
   a. Launch (no parking) $4.67/day
   b. Launch and Park ..... $18.69~~$14.02~~/day
   c. Holiday Launch and Park ..... $23.36 ~~$18.69~~/day

d. Resident Launch (no parking ~~New~~) $1.87
e. Resident Launch & Park (per day) ~~(New)~~..... $9.35

(14) Late Fee $30.00

(15) Residents with recreational vehicles and motor homes and boat displaced by City Road and/or Stormwater construction will be provided free storage space for those vehicles.

(16) Fuel Discounts -Maximum discount per gallon $0.30/gal
a. Commercial $0.20/gal
b. Gulf of Mexico Commercial FishingFleet Discount $0.30/gal
c. 50+ Gallon $0.05/gal
d. Boat US/ Sea Tow $0.05/gal
e. Madeira Beach Resident.....$0.05/gal
f. City Co-sponsored / Community events.....$0.20/gal
i. Great American Grunt Hunt
ii. King of the Beach fishing tournament (Spring and Fall)
iii. Veterans Boat Parade
iv. Wild West Kingfish Tournament *(Spring and Fall)*
v. Sun Coast Kingfish Classic *(Spring and Fall)*
vi. Christmas Boat Parade
vii. Any other City Co-sponsored events as approved by the City Manager

(17) Surveillance camera optional fee $25.00/month

(18) Live-aboard permits.....$5.00(72 hours)
(Res 2019-18, 12/17/2019)

(19) Temporary 3HR Wet Slip Parking/No Power.....$20.00 + Tax

This page reserve for Publications by the City Clerk

Fire Department:

Ordinance No. 2025-18 (Current Fees)	Ordinance No. 2026-08 (Proposed Amendments)
A. Fire & Life Safety Inspection	A. Fire & Life Safety Inspection High Hazard as defined by the Fire Marshal-Annual Low Hazard as defined by the Fire Marshal-Biennial
(1) Places of Assembly (Posted Occupant Load): a. Up to 49 People $50.00 b. 50 – 149 People $100.00 c. 150 People or More $150.00	(1) Places of Assembly (Posted Occupant Load): a. Low Hazard Up to 49 People $50.00 b. Low Hazard 50 – 149 People $100.00 c. Low Hazard 150 People or More $150.00 d. High Hazard Up to 49 People $100.00 e. High Hazard 50 – 149 People $150.00 f. High Hazard 150 People or More $250.00
(2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater) a. 5 – 10 Units $100.00 b. 11 – 20 Units $150.00 c. 21 – 49 Units $200.00 d. 50 or More Units $350.00	(2) Residential structures, hotel/motel, timeshare, rentals/resort rentals (5 units or greater) a. Low Hazard 5 – 10 Units $100.00 b. Low Hazard 11 – 20 Units $150.00 c. Low Hazard 21 – 49 Units $200.00 g. Low Hazard 50 or More Units $350.00 h. High Hazard 5 – 10 Units $150.00 i. High Hazard 11 – 20 Units $200.00 j. High Hazard 21 – 49 Units $250.00 k. High Hazard 50 or More Units $350.00
(3) Automotive and/or Marine Service or Storage Facilities $200.00	(3) Automotive and/or Marine Service, Fueling or Storage Facilities $250.00
(4) Automotive and/or Marine Fueling Facilities $200.00	~~(4) Automotive and/or Marine Fueling Facilities $200.00~~
(5) Standalone Single Business: a. Up to 2,499 sq. ft $50.00 b. 2,000 or more sq. ft $100.00	(4) Standalone Single Business: Low Hazard a. Up to 2,499 sq. ft $50.00 b. 2,500 or more sq. ft. $100.00
	(5) Standalone Single Business: High Hazard a. Up to 2,499 sq. ft. $100.00 b. 2,500 or more sq ft. $150.00
(6) Multiple Commercial/Businesses: a. Unoccupied, per suite $25.00 b. Occupied, per suite $50.00	(6) Multiple Commercial/Businesses: High Hazard a. Unoccupied, per suite $25.00 b. Occupied, per suite $50.00
(7) Storage Facilities a. Up to 4,999 sq. ft $100.00 b. 5,000 or more sq. ft $200.00	(7) Storage Facilities: High Hazard a. Up to 4,999 sq. ft $200.00 b. 5,000 or more sq. ft $300.00
(8) Subsequent Fee for Each Return Inspection for Compliance $30.00	(8) Subsequent Fee for Each Return Inspection for Compliance $50.00
(9) Fire Department Red Tag/Stop Work Order $50.00	(9) Fire Department Red Tag/Stop Work Order $100.00

B. Fire Plan Review and Correlated Inspection(s)	
(1) For Site Plans and Building Plans	$0.05/sqft
(2) Other fire plans review (fire alarm, fire suppression, etc.)	$250.00
(3) Failed inspections(s) (per each inspection)	$50.00
C. CPR Classes.	
(1) Resident	$25.00
(2) Non-resident	$50.00
D. Fire Engine Rental for Fire System Testing and/or Certification.	
(1) First 4 Hours	$1,000.00
(2) Each Additional Hour (Res. 08.10, 09/23/2008)	$250.00
E. Special Event Fee	
(1) Fire Rescue Special Event (per Hour)	$125.00
(2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day)	$50.00
(3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event)	$100.00
F. Short Term Vacation Rental Inspection - Annual (Air BNB, VRBO, etc.)	$100.00

B. Fire Plan Review and Correlated Inspection(s)	
(1) For Site Plans and Building Plans	~~$0.05/sqft~~
(2) Other fire plans review (fire alarm, fire suppression, etc.)	$250.00
(3) Failed inspections(s) (per each inspection)	$50.00
C. CPR Classes. ($25.00 Fee covers the cost of the CPR card upon successful completion)	
(1) Resident	$25.00
(2) Non-resident	$50.00
(3) Government entities, municipalities, partner organizations, etc.	$25.00
D. Fire Engine Rental for Fire System Testing and/or Certification.	
(1) First 4 Hours	$1,000.00
(2) Each Additional Hour (Res. 08.10, 09/23/2008)	$250.00
E. Special Event Fee	
(1) Fire Rescue Special Event (per Hour)	$150.00
(2) Equipment Service Fee; Fuel, Oil, Maintenance, etc. (per unit per day)	$50.00
(3) Special Event Inspection; Cooking Tents, Food Trucks, etc. (per event)	$200.00
F. Short Term Vacation Rental Inspection Fees - Annual (Air BNB, VRBO, etc.)	
(1) Single Family Apartment/Condo	$100.00
(2) Single Family Residential Home (up to three bedrooms)	$150.00
(3) Single Family Residential Home (more than three bedrooms	$250.00

Marina Department:

Ordinance No. 2025-18 (Current Fees)			Ordinance No. 2026-08 (Proposed Amendments)		
Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):			Fees for the Madeira Beach Municipal Marina shall be as follows (each of these fees are subject to all applicable sales taxes):		
(1)	Transient Wet Slip per day	$2.10/foot/day	(1)	Transient Wet Slip per day	$2.34 /foot/day
(2)	Transient Wet Slip per week	$11.00/foot/week	(2)	Transient Wet Slip per week	$12.00/foot/week
(3)	Transient Dry Storage		(3)	Transient Dry Storage	
	a. Regular per day	$28.04/day		a. Regular per day	$28.04/day
	b. Holidays and/or weekends per day	$37.38/day		b. Holidays and/or weekends per day	$37.38/day
(4)	Transient Dry Storage	$257.01 /month	(4)	Transient Dry Storage	$257.01 /month
(5)	Wet Slip non-Live-aboard	$13.50/foot/month	(5)	Wet Slip non-Live-aboard	$15.50 /foot/month
(6)	Boat Lift	$17.00/foot/month	(6)	Boat Lift	$19.00/foot/month
(7)	Commercial non-live-aboard wet slip	$14.50 /foot/month	(7)	Wet Slip Commercial non-live-aboard	$16.50 /foot/month
(8)	Wet Slip Live – aboard	$20.00/foot/month	(8)	Wet Slip Live – aboard	$23.00/foot/month
(9)	Dry Storage – under 26’ boat length	$172.90/month	(9)	Dry Storage – under 26’ boat length	$186.92/month
(10)	Dry Storage – 26’+ boat length	$210.28/month	(10)	Dry Storage – 26’+ boat length	$233.64 /month
(11)	Resident Dry Storage (Limited to Madeira Beach Residents Only)	$130.84/month	(11)	Resident Dry Storage (Limited to Madeira Beach Residents Only)	$140.19/month
(12)	Dry storage for non-motorized boat*	$28.17/month	(12)	Dry storage for non-motorized boat*	$28.04/month
	a. *Kayaks, canoes, and small boat that can be carried by one (1) person.			a. *Kayaks, canoes, and small boat that can be carried by one (1) person.	
(13)	Boat Ramp Fees		(13)	Boat Ramp Fees	
	a. Launch	$4.67/day		a. Launch (no parking)	$4.67/day
	b. Launch and Park	$14.02/day		b. Launch and Park	$18.69/day
	c. Holiday Launch and Park	$18.69/day		c. Holiday Launch and Park	$23.36/day
	d. Resident Launch	$1.87		d. Resident Launch (no parking)	$1.87
	e. Resident Launch & Park	$9.35		e. Resident Launch & Park (per day)	$9.35

Parking Department:

Ordinance No. 2025-18 (Current Fees)	Ordinance No. 2026-08 (Proposed Amendments)
E. Parking fines and penalties. Parking fines and penalties shall be as follows: *(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)*	*E. Parking fines and penalties.* Parking fines and penalties shall be as follows: *(Res. 06.29, 11/28/2006; Res. 04.09, 08/10/2004; Code 1983, §5-19; City Ord 2022-23)*
(1) Overtime Parking $60.00	(1) Overtime Parking $60.00 *Nonpayment of expired paid parking*
(2) Double Parking $80.00	(2) Double Parking $80.00
(3) Parking in a "NO PARKING" Zone $90.00	(3) Parking in a "NO PARKING" Zone $90.00
(4) Other Improper Parking $90.00	(4) Other Improper Parking $90.00
(5) Delinquency Fee (After 15 Days) $30.00	(5) Delinquency Fee (After 15 Days) $30.00
(6) Disabled Parking Permit *Sec. 66-52(c), Code of Ordinances*	*(6)* Disabled Parking Permit *Sec. 66-52(c), Code of Ordinances.*
	(7) ADA Parking Violations $250.00
	(8) Fire Lane Violations $250.00
Note: A Parking enforcement officer can ticket every hour for repeat violations.	*Note: A Parking enforcement officer can ticket every hour for repeat violations.*
F. Special event parking permit (daily permit) $35.00 Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager. *(Res. 2014-20, 05/13/2014)* Johns Pass Seafood Festival The Fourth of July Memorial Day Additional event days as authorized by the BOCC by resolution.	*F. Special event parking permit (daily permit)* $35.00 Special event parking permits and road closure fees established for specified events are listed below with additional events authorized by the City Manager. *(Res. 2014-20, 05/13/2014)* Johns Pass Seafood Festival The Fourth of July Memorial Day Additional event days as authorized by the BOCC by resolution.
G. Business Parking Permit (up to 4 permits/month/Business) per month $40.00 *Permit for any business with current Local Business Tax Receipt (BTR).*	*G. Business Parking Permit (up to 4 permits/month/Business) per month* $40.00 *Permit for any business with current Local Business Tax Receipt (BTR).*
H. City-wide parking rate $4.00/hr (minimum)	*H. City-wide parking rate* $4.00/hr (minimum)
I. Overnight Parking $96.00/day *up to 7 days. Selective Surface Parking lots from 130th to Kitty Stuart Park.*	*I. ~~Overnight Parking~~ 24-Hour Parking Session* $96.00~~/day~~ *up to 7 days. Selective Surface Parking lots from 130th to Kitty Stuart Park.*
J. Festival Parking. The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.	*J. Festival Parking. The City Manager maintains the right to designate festival parking rates for designated special events at his/her discretion. Each special event is subject to review.*

K. *No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*	K. *Parking Prohibition Area - No operator of a vehicle shall park a vehicle on dirt, grass or landscaped city rights-of-way, medians, swales, or similar areas. The city manager, or designee, may waive this prohibition on a temporary basis where it is determined that such waiver is necessary.*
L. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners. **Note/Clarification: Due to the parking fee increasing from $4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now $2.00.* *(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)*	L. *Parking Fee Amendment Resolution.* In order to adjust parking fees as may be needed due to environmental, economic, or other conditions that may occur during the fiscal year, parking fees can be waived, decreased, or increased at any time during the fiscal year by Resolution of the Board of City Commissioners. **Note/Clarification: Due to the parking fee increasing from $4.00 per hour, the minimum charge for credit cards for half the time or thirty minutes is now $2.00.* *(Res. 04.09, 08/10/2004; Res. 04.02, 01/27/2004)*

Recreation:

Ordinance No. 2025-18 (Current Fees)	Ordinance No. 2026-08 (Proposed Amendments)
A. Recreation	A. Recreation
(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09, 03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14, 06/26/2007; Code 1983 §19-508)	*(Res. 2016-24, 07/12/2016; Res. 2016-03, 02/09/2016; Res. 2015-21, 08/11/2015; Res. 2015-09, 03/10/2015; Res. 2014-53, 12/10/2014; Res. 10.05, 03/23/2010; Res. 09.09, 09/21/2009; Res. 07.14, 06/26/2007; Code 1983 §19-508)*
(1) Adult Sports Registration	(1) Adult Sports Registration
a. Rate determined by sport, competitive analysis, and cost recovery.	a. Rate determined by sport, competitive analysis, and cost recovery.
i. Resident/Non-Resident Pricing model will be utilized.	i. Resident/Non-Resident Pricing model will be utilized.
(2) Youth Sports	(2) Youth Sports
a. Rate determined by sport, competitive analysis, and cost recovery.	a. Rate determined by sport, competitive analysis, and cost recovery.
i. Resident/Non-Resident Pricing model will be utilized.	i. Resident/Non-Resident Pricing model will be utilized.
(3) After-School Program	(3) After-School Program
Effective August 1, 2026. First rate adjustment since August 1, 2020.	*Effective August 1, 2026. First rate adjustment since August 1, 2020.*
a. Resident (daily) $9.00	a. Resident (daily) $10.00
b. Non-Resident (daily) $12.00	b. Non-Resident (daily) $14.00
c. City Employee (daily) $10.00	c. City Employee (daily) $10.00
(4) Summer Camp Program	(4) Summer Camp Program
Field trips are included in all session and weekly rates. No additional field trip charges shall be assessed to enrolled participants.	*Field trips are included in all session and weekly rates. No additional field trip charges shall be assessed to enrolled participants.*
a. Resident Rate by Session:	a. Resident Rate by Session:
i. Session 1 $500.00	i. Session 1 $625.00
ii. Session 2 $500.00	ii. Session 2 $625.00
iii. Full Summer Session (10 weeks) $1,000.00	iii. Full Summer Session (10 weeks) $1,250.00
iv. Individual Weekly Rate $150.00	iv. Individual Weekly Rate $150.00
b. Non-Resident Rate by Session:	b. Non-Resident Rate by Session:
i. Session 1 $625.00	i. Session 1 $750.00
ii. Session 2 $625.00	ii. Session 2 $750.00
iii. Full Summer Session (10 weeks) $1,250.00	iii. Full Summer Session (10 weeks) $1,500.00
iv. Individual Weekly Rate $200.00	iv. Individual Weekly Rate $200.00
c. City Employee Free	c. City Employee Free
(5) Fitness Classes	(5) Fitness Classes
a. Contracted Recreation Instructors will agree to a 75% / 25% contract split with the City for their services.	a. Contracted Recreation Instructors will agree to a 75% / 25% contract split with the City for their services.
b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.	b. Recreation Director may negotiate class rate based upon needs/uses of recreation facilities as well as class supply requirements.

B. Recreation Center and City Hall Rentals

(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2015; Res. 2014-53, 12/20/2014)

Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. Sales tax collected on all rentals. Deposits refundable within thirty (30) days of the event.

(1) Monday – Thursday Rental Period

a. Recreation Center Rooms (security deposits are refundable)

i. Boca Ciega Bay Hall w/ patio (deposit $200)	$200.00/hr
ii. Ocean Walk Room (deposit $200)	$100.00/hr
iii. Starboard Room (deposit $200)	$50.00/hr
iv. Outside Deck (deposit $400)	$100.00/hr

b. City Hall Rooms (security deposits are refundable)

i. City Centre Room (deposit $400) [includes outside deck & restrooms]	$250.00/hr
ii. Commission Chambers* (deposit $200)	$100.00/hr

**Available only as backup space for outside reservations negatively impacted by weather.*

c. Resident Discount — applied to hourly rental rates 20% off

(2) Friday – Sunday Rental Period

a. Recreation Center Rooms (security deposits are refundable)

i. Boca Ciega Bay Hall w/ patio (deposit $200)	$225.00/hr
ii. Ocean Walk Room (deposit $200)	$125.00/hr
iii. Starboard Room (deposit $200)	$75.00/hr
iv. Outside Deck (deposit $200)	$125.00/hr

b. City Hall Rooms (security deposits are refundable)

i. City Centre Room (deposit $400) [includes outside deck & restrooms]	$275.00/hr
ii. Commission Chambers* (deposit $200)	$125.00/hr

**Available only as backup space for outside reservations negatively impacted by weather.*

c. Resident Discount — applied to hourly rental rates 20% off

(3) Cleaning Fees

a. Cleaning fee (per location) $100.00

C. Park & Pavilion Rentals

(Res. 2016-24, 07/12/2016; Res. 2015-09, 03/10/2015)

(1) Archibald Park

a. Pavilion Rental — four (4) hour block (each additional hour $25.00)

i. Resident $100.00

B. Recreation Center and City Hall Rentals

(Res. 2016-24, 07/12/2016; Res. 2015-21, 08/11/2015; Res. 2014-53, 12/20/2014)

Rental hours must include set-up and breakdown for all vendors and guests. Rental includes use of contracted space, set-up/breakdown of tables and chairs, banquet kitchen (if applicable), and cleaning fee. Sales tax collected on all rentals. Deposits refundable within thirty (30) days of the event.

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i. Boca Ciega Bay Hall w/ patio (deposit $200)	$225.00/hr
ii. Ocean Walk Room (deposit $200)	$125.00/hr
iii. Starboard Room (deposit $200)	$75.00/hr
iv. Outside Deck (deposit $400)	$125.00/hr

b. City Hall Rooms (security deposits are refundable)

i. City Centre Room (deposit $400) [includes outside deck & restrooms]	$275.00/hr
ii. Commission Chambers* (deposit $200)	$125.00/hr

**Available only as backup space for outside reservations negatively impacted by weather.*

c. Resident Discount — applied to hourly rental rates 20% off

(2) Friday – Sunday Rental Period

a. Recreation Center Rooms (security deposits are refundable)

i. Boca Ciega Bay Hall w/ patio (deposit $200)	$250.00/hr
ii. Ocean Walk Room (deposit $200)	$150.00/hr
iii. Starboard Room (deposit $200)	$100.00/hr
iv. Outside Deck (deposit $200)	$150.00/hr

b. City Hall Rooms (security deposits are refundable)

i. City Centre Room (deposit $400) [includes outside deck & restrooms]	$300.00/hr
ii. Commission Chambers* (deposit $200)	$150.00/hr

**Available only as backup space for outside reservations negatively impacted by weather.*

c. Resident Discount — applied to hourly rental rates 20% off

(3) Cleaning Fees

a. Cleaning fee (per location) $200.00

C. Park & Pavilion Rentals

(Res. 2016-24, 07/12/2016; Res. 2015-09, 03/10/2015)

(1) Archibald Park

a. Pavilion Rental — four (4) hour block (each additional hour $25.00)

i. Resident $1

ii. Non-Resident	$200.00
b. Sand Volleyball Court Rental — four (4) hour block	
i. Resident	$25.00
ii. Non-Resident	$50.00
(2) John's Pass Park	
a. Pavilion Rental — four (4) hour block (each additional hour $25.00)	
i. Resident	$100.00
ii. Non-Resident	$200.00
(3) Splash Pad Rentals	
a. Resident Rates	
i. Splash Pad (2 hours)	$100.00
ii. Splash Pad w/ Tables & Chairs on Patio (2 hours)	$200.00
b. Non-Resident Rates	
i. Splash Pad (2 hours)	$150.00
ii. Splash Pad w/ Tables & Chairs on Patio (2 hours)	$250.00
D. Athletic Field Rentals	
(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)	
(1) Hourly Resident Rates (6.8% Sales Tax NOT included)	
a. Softball Field	$25.00/hr
b. Soccer Field	$25.00/hr
c. Basketball Court	$5.00/hr
d. Tennis Court	$5.00/hr
e. Field Preparation and Lining (softball)	$45.00
f. Field Preparation and Lining (football/soccer)	$25.00
g. Attendant Fee (per staff member)	$25.00
h. Rental Cleaning Fee	$25.00
i. Light Fee	$10.00/hr
(2) Hourly Non-Resident Rates (6.5% Sales Tax NOT included)	
a. Softball Field	$30.00/hr
b. Soccer Field	$30.00/hr
c. Basketball Court	$10.00/hr
d. Tennis Court	$10.00/hr
e. Field Preparation and Lining (softball)	$50.00
f. Field Preparation and Lining (football/soccer)	$30.00
g. Attendant Fee (per staff member)	$30.00

ii. Non-Resident	
b. Sand Volleyball Court Rental — four (4) hour block	
i. Resident	$25.00
ii. Non-Resident	$50.00
(2) John's Pass Park	
a. Pavilion Rental — four (4) hour block (each additional hour $25.00)	
i. Resident	$100.00
ii. Non-Resident	$200.00
(3) Splash Pad Rentals	
a. Resident Rates	
i. Splash Pad (2 hours)	$200.00
~~ii. Splash Pad w/ Tables & Chairs on Patio (2 hours)~~	~~$200.00~~
b. Non-Resident Rates	
i. Splash Pad (2 hours)	$300.00
~~ii. Splash Pad w/ Tables & Chairs on Patio (2 hours)~~	~~$250.00~~
D. Athletic Field Rentals	
(Res. 2016-24, 07/12/2016; Res. 2014-53, 12/10/2014)	
(1) Hourly Resident Rates (6.8% Sales Tax NOT included)	
a. Softball Field	$30.00/hr
b. Soccer Field	$30.00/hr
c. Basketball Court	$10.00/hr
d. Tennis Court	$10.00/hr
e. Field Preparation and Lining (softball)	$50.00
f. Field Preparation and Lining (football/soccer)	$30.00
g. Attendant Fee (per staff member)	$30.00
h. Rental Cleaning Fee	$30.00
i. Light Fee	$15.00/hr
(2) Hourly Non-Resident Rates (6.5% Sales Tax NOT included)	
a. Softball Field	$35.00/hr
b. Soccer Field	$35.00/hr
c. Basketball Court	$15.00/hr
d. Tennis Court	$15.00/hr
e. Field Preparation and Lining (softball)	$55.00
f. Field Preparation and Lining (football/soccer)	$35.00
g. Attendant Fee (per staff member)	$3

h. Rental Cleaning Fee	$30.00
i. Light Fee	$15.00/hr

E. Wedding Permits

(1) Small wedding permit application fee	$100.00

*a. *A gathering of less than 50 persons with minimal decor as determined by staff; additional fees may apply.*

(2) Wedding permit application fee	$200.00

*a. *A gathering of more than 50 persons with minimal decor as determined by staff; additional fees may apply.*

F. Special Events

(1) Event Application Fee (less than 1,000 attendees)	$100.00
(2) Event Application Fee (more than 1,000 attendees)	$250.00

A fee of $100.00/$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required. The BOC may waive the application fee by resolution at annual special event review when determined in the best interest of the community and upon demonstration of non- profit status

(3) Deposits. Deposits shall be determined upon the estimated impact on the City owned property of which the event is hosted.

a. Small event	$250.00
b. Large event	$500.00

A refundable deposit shall be payable to the City in advance of the event for damage to public property or City services incurred in direct association with the event and not identified in the original special event application approval. The BOCC may waive the deposit by resolution at annual special event review when determined in the best interest of the community, and upon. The City reserves the sole right to determine which portion, if any, of the deposit shall be returned to the applicant within 30 days after the event. The City Manager may waive special event fees to the amount of no more than $500 upon his/her determination that it will be a benefit to the community.

h. Rental Cleaning Fee	
i. Light Fee	$20.00/hr

E. Wedding Permits

A Wedding Permit is required for any wedding, vow renewal, or related ceremony held on City-controlled property. Additional fees may apply as determined by staff.

(1) Small Wedding Permit (gathering of fewer than 50 persons with minimal decor)	$100.00
(2) Standard Wedding Permit (gathering of 50 or more persons with minimal decor)	$200.00

F. Beach Picnic Permits (NEW)

A Beach Picnic Permit is required for any organized, private gathering on City-controlled beach property that does not constitute a wedding, memorial service, or permitted special event. Additional fees may apply as determined by staff.

(1) Small Beach Picnic Permit (gathering of fewer than 50 persons)	$100.00
(2) Standard Beach Picnic Permit (gathering of 50 or more persons)	$200.00

G. Special Events *(formerly Article V, Section F)*

(1) Event Application Fee — Less than 1,000 attendees	$100.00
(2) Event Application Fee — More than 1,000 attendees	$250.00

~~A fee of $100.00/$250.00 payable to the City as reasonable cost for processing, evaluating, and issuing the permit is required~~. The BOC may waive the application fee by resolution at annual special event review ~~when determined in the best interest of the community and~~ upon demonstration of non- profit status ~~and community benefit.~~

(3) Deposits ~~Deposits shall be determined upon the estimated impact on the City owned property of which the event is hosted.~~

a. Small event deposit	$250.00
b. Large event deposit	$500.00

A refundable deposit ~~shall be~~ payable in advance ~~to the City in advance of the event~~ for ~~the~~ damage to public property or City services incurred in direct association with the event. ~~and not identified in the original special event application approval. The BOCC may waive the deposit by resolution at annual special event review when determined in the best interest of the community, and upon.~~ The City reserves the sole right to determine ~~which~~ what portion, if any, ~~of the deposit~~ shall be returned to the applicant within 30 days after the event. The City Manager may waive special event fees ~~to the amount of no more than~~ up to $500 upon ~~his/her~~ determination ~~that it will be a benefit to the~~ of community ~~benefit~~.

(4) Fees

a. Large Event (1,000+ Attendees)
   i. Facility Rental Per Event (includes stage and event field) $3,000.00

b. Small Event (less than 1,000 attendees)
   i. Stage Fee
      1. Resident $50.00/hr
      2. Non-Resident $100.00/hr
   ii. Field Usage Fee
      1. Resident $50.00/hr
      2. Non-Resident $100.00/hr

c. City Event Fees
   i. Trash Can Fee (per trash can) $5.00
   ii. Dumpster fee w/ single pick-up — 3 Yard Dumpster $136.70
   iii. Event Barricades (available at City Hall Property only)
      1. Setup fee per event $100.00
      2. Barricade Fee (per day) $10.00
   iv. Other fees including but not limited to additional City personnel, EMT support, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.

d. Mandatory Non-City Fees The required used of Pinellas County Sheriff's Deputies, as defined within the ·special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the sole responsibility of the applicant to secure the appropriate number of deputies as required by the Sheriff's Department

e. Other non-City fees for clean-up, civilian security, and parking professionals shall be the sole responsibility of the applicant.

f. Table games (Canasta, Bridge, etc.)
   i. Resident: $1.00
   ii. Non-resident: $2.00

(4) Event Facility & Field Fees

a. Large Event (1,000+ Attendees)
   i. Facility Rental Per Event (includes stage and event field) $3,000.00

b. Small Event (~~less~~ fewer than 1,000 attendees)
   i. Stage Fee
      1. Resident $50.00/hr
      2. Non-Resident $100.00/hr
   ii. Field Usage Fee
      1. Resident $50.00/hr
      2. Non-Resident $100.00/hr

c. City Event Fees
   i. Trash Can Fee (per trash can) $5.00
   ii. Dumpster fee w/ single pick-up — 3 Yard Dumpster $136.70
   iii. Event Barricades (available at City Hall property only)
      1. Setup fee per event $100.00
      2. Barricade Fee (per day) $10.00
   iv. ~~Other fees including but not limited to additional City personnel, EMT support, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.~~

   Table Games (Canasta, Bridge, etc.)
      1. Resident $1.00
      2. Table Games — Non-Resident $2.00

Other fees including but not limited to additional City personnel, EMT support, etc. Five times the rental fee for receptacles will be withheld from deposit for those not returned within 48 hours of event.

d. ~~Mandatory Non-City Fees The required used of Pinellas County Sheriff's Deputies, as defined within the ·special events section of ordinances, will be negotiated directly with the Pinellas County Sheriff's Office. It is the sole responsibility of the applicant to secure the appropriate number of deputies as required by the Sheriff's Department~~

~~e. Other non-City fees for clean-up, civilian security, and parking professionals shall be the sole responsibility of the applicant.~~

f. ~~Table games (Canasta, Bridge, etc.)~~
   ~~i. Resident: $1.00~~
   ~~ii. Non-resident: $2.00~~

(5) Mandatory & Other Non-City Fees (NEW)

a. Pinellas County Sheriff's Deputies shall be negotiated directly with the Sheriff's Office. It is the sole responsibility of the applicant to secure the appropriate number of deputies.

b. Other non-City fees for clean-up, civilian security, and parking professionals shall be the sole responsibility of the applicant.

(6) Park-Based Event Permit — Archibald Park, John's Pass Park, & John's Pass Bell Tower [NEW]

Applicable to organized gatherings or private events held at Archibald Park or John's Pass Park that do not qualify as large special events under subsections (1)–(4) above. Permits are required for all organized gatherings regardless of admission charge. The following fee schedule applies equally to both park locations.

a. Event Permit Application Fee	
i. Up to 75 attendees	$75.00
ii. 76 – 200 attendees	$150.00
b. Park Impact Fee (per permitted event)	
i. Up to 75 attendees	$100.00
ii. 76 – 200 attendees	$250.00
c. Refundable Damage Deposit	
i. Up to 75 attendees	$150.00
ii. 76 – 200 attendees	$300.00
d. Attendant Fee (per City staff member required)	$25.00/hr

e. Trash, dumpster, and barricade fees per Section G(4)(c) above.

f. The Recreation Director may require additional City services at actual cost based on event scope and anticipated impact on park facilities.

g. The City Manager may waive the permit application fee up to $75.00 for events providing a direct benefit to the community.

Deposits are refundable within 30 days of the event provided the park is left in satisfactory condition as determined by City staff.

Stormwater Department:

Ordinance No. 2025-18 (Current Fees)	Ordinance No. 2026-08 (Proposed Amendments)
(1) The EDU rate shall be $10.00 per month for each EDU.	(1) The EDU rate shall be $20.00 per month for each EDU.

Memorandum

Meeting Details:	August 12th, 2026– Board of Commissioners Regular Meeting
Prepared For:	Mayor Brooks and Board of Commissioners
Staff Contact:	Community Development Department – Joseph Petraglia, Planner II
Subject:	Ordinance 2026-09, Nonconformances and rebuilding regulations

Background:

The City's nonconformity regulations generally allow legally established structures and uses that do not comply with current zoning regulations to continue, but discourage their expansion and encourage eventual conformity over time. The stated intent of Chapter 110, Article III is to allow lawful nonconformities to continue while restricting further investment that would make those nonconformities more permanent. The Code recognizes that lawful nonconforming uses, structures, and densities may continue until removed through economic forces, redevelopment, or other circumstances.

Sections 110-95 (Reestablishment of Uses After an Involuntary Loss) and 110-96 (Rebuilding After a Catastrophic Loss) provide exceptions that allow certain legally nonconforming uses, structures, and densities to be rebuilt following damage or destruction caused by hurricanes, similar involuntary events. Under the existing code, these provisions are only available if the property owner maintained a required Business Tax Receipt (BTR) at the time of the disaster.

Following the 2024 hurricane season, staff encountered properties that were legally nonconforming but were not operating with a current BTR at the time of the storm. In these situations, the absence of a BTR resulted in the loss of otherwise lawful nonconforming rights, even when the properties could have been permitted to retain those rights had the structures been repaired at grade under the 50% rule. At the April 29, 2026 Board of Commissioners Workshop, the Board directed staff to explore amendments that would preserve the intent of the BTR requirement while avoiding unintended consequences that could permanently eliminate lawful nonconforming rights in the absence of one.

With this update, staff is also providing the option for the commission to consider some other changes within the article highlighted in the discussion below.

This ordinance was first discussed at the June 24th board of commissioners' regular workshop meeting. Since then, minor changes have been made based primarily on feedback from the city attorney. The ordinance has also been presented at the July 6th and August 3rd Planning Commission Meetings.

Discussion:

There are different types of nonconformities. The stated intent of the city code is to eliminate nonconformities over time as they are incompatible with the provisions of the city's comprehensive plan and code. There are different types of nonconformities discussed in the code:

- Nonconforming uses: uses not permitted in that zoning district;
- Nonconforming density: the use is allowed, but there are more units than the land area would currently allow;
- Nonconforming structures: Do not meet the current setback, height, floodplain or other dimensional regulations;
- Nonconforming lots: do not meet the current lot area, lot width or lot depth dimensions required.

Staff plan to re-evaluate the entire nonconforming article of the code in the coming months, but that rewrite will require additional research, feedback, and discussion. The changes currently shown are highlighted below:

- As mentioned in the background above, Sections 110-95 and 110-96 have been amended to allow properties that were operating without a required BTR similar privileges to those that maintained a valid BTR. The proposed amendment includes a stipulation that such properties must either apply for the applicable permit or obtain a Zoning Verification Letter from the City on or before September 25, 2027. Staff recommends this requirement because, without either a reasonable deadline or a BTR to help document the legally established nonconforming use and/or density, it may become increasingly difficult to accurately verify pre-existing conditions in the future. The proposed deadline is consistent with the date by which hurricane repair permits associated with Hurricanes Helene and Milton must be completed and generally aligns with the anticipated expiration of temporary state-authorized RV occupancy provisions. Staff is also exploring additional methods to improve awareness of and compliance with the City's BTR requirements, including potential review triggers associated with multifamily and commercial building permits.
- Another change included in this ordinance would allow properties in the R-1 zoning district to apply through the redevelopment planning process to rebuild and retain legally nonconforming uses in a manner similar to the provisions available following a catastrophic or involuntary loss. Currently, nonconforming uses located within the R-1 zoning district may only be rebuilt following a declared disaster or substantial damage event, while properties in other zoning districts may seek approval to retain nonconformities through the redevelopment planning process.
- The amendments to Sections 110-96(b)(5) and 110-97(b)(5) clarify that commercial properties may retain their existing nonconforming floor area ratio (FAR) when rebuilt under the conditions specified in

those sections. FAR is generally more likely to be a limiting redevelopment factor for commercial properties than for residential properties. The proposed language also removes a reference to FEMA regulations that is unnecessary because compliance with applicable floodplain and building regulations is already required elsewhere in the Code. The amendment is intended as a clarification of the original intent of the section and does not reduce the City's ability to enforce applicable floodplain requirements.

- Finally, this ordinance proposes an amendment to extend the September 24th deadline an additional year to make repairs to nonconforming structures damaged less than 50% through the 2024 hurricanes. This recommendation is being proposed based on the responses received from the city's initial mailing that was sent to 452 pre-FIRM properties that have not yet obtained the required permits that the city is expected to produce to FEMA. A list of properties suspected of having received damage but not obtaining any related permits is being regularly updated and is publicly available at: https://madeirabeachfl.withforerunner.com/view/518ced28-2a44-46ce-8566-a918b9ad3820

  As of July 31st, of the 452 letters sent, 62 are no longer on the no permit status, and 14 resident conversations have been logged on properties still on the "no permit" status. This does not include the monthly update we provided to Forerunner at the beginning of the month of 48 repair or new build permits issued (at least half of which are currently on the no permit list). Based on this data, staff's best estimate is that about 25% of property owners who received the "no permit" notice mailed in May have either taken the required action or have reached out to staff regarding their property or reasons for delays. A pie chart depicting the status of all properties in the city as of July has been included. It is important to note that many of the properties listed as QC needed are condo buildings with multiple parcels, and the owner in communication status includes properties that have applied for but have not yet obtained the required permit prior to the letters being sent.

The remaining proposed changes are intended solely for clarification purposes and would not result in any substantive change to the Code's current or historical interpretation and application. For example, the amendment to Section 110-97 expressly recognizes the City's longstanding practice of allowing legally nonconforming density to be consolidated or reconfigured through the redevelopment planning process, which requires publicly noticed hearings before both the Planning Commission and Board of Commissioners. This clarification does not create new redevelopment rights but rather codifies an existing administrative interpretation. At the same time, the Code does not currently provide similar flexibility for properties rebuilding after a catastrophic or involuntary loss, as those provisions are generally administrative approvals that do not require public hearings.

Fiscal Impact:

None anticipated. The proposed amendments are administrative in nature and are not expected to result in any direct fiscal impact to the City.

Recommendation(s):

The City's staff and the Planning Commission recommend approval to allow the ordinance to proceed to second reading at the next regularly scheduled Board of Commissioners meeting.

Attachments/Corresponding Documents:

- ORD 2026-09, Nonconformances and rebuilding regulations
- 2024 Hurricane Damage Status (July 2026)
- Forward Pinellas Consistency Letter
- Business Impact Estimate

ORDINANCE 2026-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE III (NONCONFORMANCES), OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO CLARIFY REGULATIONS GOVERNING NONCONFORMING LOTS, USES, STRUCTURES, AND DENSITY; TO REVISE REBUILDING AND REDEVELOPMENT STANDARDS FOLLOWING A CATASTROPHIC LOSS; EXTENDING THE DEADLINE FOR CERTAIN REPAIRS RELATED TO THE 2024 HURRICANES; TO WAIVE THE BUSINESS TAX RECEIPT REQUIREMENT FOR STRUCTURES THAT WERE DAMAGED DURING THE 2024 HURRICANES PROVIDED THAT CERTAIN CONDITIONS ARE MET; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Chapter 110, Article III of the Land Development Regulations establishes regulations governing nonconforming lots, uses, structures, density, and rebuilding following a catastrophic loss; and

WHEREAS, City staff has identified provisions within the nonconforming regulations that would benefit from clarification to improve readability, eliminate inconsistencies, and better reflect the City's longstanding interpretation and administration of the code; and

WHEREAS, following the 2024 hurricane season, the City adopted temporary provisions allowing additional time for owners of structures sustaining less than 50 percent damage to obtain permits for repairs, and many affected property owners have advised the City that they continue to await insurance proceeds, grant funding, or other financial assistance needed to complete repairs; and

WHEREAS, some sections allow nonconformities to be rebuilt following storm or other damage events, however, such sections do not apply to properties that were operating without a required business tax receipt; and

WHEREAS, the Board of Commissioners directed staff to review this business tax receipt requirement; and

WHEREAS, the City's redevelopment planning process has historically been used to allow alternative configurations of legally established nonconforming lots, uses, structures, and density that would not otherwise be permitted by right under the rebuilding after a catastrophic loss regulations; and

WHEREAS, because the redevelopment planning process does not currently apply to properties within the R-1 Single-Family Residential zoning district, legally established multifamily buildings and other nonconforming uses located within the R-1 district do not have the same opportunities for redevelopment as similarly situated properties in other zoning districts outside of catastrophic loss events or substantial damage; and

WHEREAS, the proposed amendments also clarify the treatment of nonconforming uses, structures, density, and lots; revise provisions related to rebuilding after catastrophic loss and redevelopment; and make other revisions necessary for consistency throughout the Land Development Regulations; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AS FOLLOWS:

Section 1. That Article III (Nonconformances) of Chapter 110 (Zoning) of the Land Development Regulations of the City of Madeira Beach is hereby amended to read as follows:

ARTICLE III. NONCONFORMANCES

Sec. 110-91. Purpose and intent.

(a) It is the intent of this article to provide for the continuance of lawful nonconformities, without unduly restricting the owners ability to maintain or improve their property, but to restrict further investment which would make the nonconformity more permanent. This article is intended to permit lawful nonconforming uses and structures created by the adoption of this Code to continue, until removed by economic or other forces. This article is intended to discourage the continuation of nonconformities as they are incompatible with the provisions of the city comprehensive plan and this Code.

(b) All rights and obligations associated with a nonconforming status run with the property, are not personal to the present ownership or tenant, and are not effected by a change of ownership or tenancy, unless abandoned.

Sec. 110-92. Classification.

(a) Nonconformities are classified as follows:

(1) Lots.

(2) Uses of land and structures.

(3) Structures.

(4) Characteristics of use.

(b) A nonconformity may also be created where lawful public taking or actions pursuant to a court order create violations of the land development regulations.

Sec. 110-93. Intent concerning nonconforming property, structures and uses.

It is the intent of the land development regulations that these nonconformities shall be considered to be incompatible with the permitted uses within the city districts. Such nonconformities shall not be enlarged or extended in any respect.

(1) *Nonconforming lots.*

a. *Use of single, nonconforming lots for residential districts.* Notwithstanding the maximum density requirements of the comprehensive plan, in residential districts, the single-family and customary accessory structures may be erected, reconstructed, occupied and used on separate nonconforming lots of record which are not in continuous frontage with other lots in the same ownership in accord with other requirements applying in the separate districts.

b. *Use of single, nonconforming lots for nonresidential uses.* In other than residential districts, a nonconforming lot of record which is not in continuous frontage with other lots in the same ownership, may accommodate uses permitted within that district in accordance with other requirements applying in that district.

c. *Rules concerning combination of contiguous nonconforming lots in same ownership and with continuous frontage.*

1. *Where nonconforming status was created at enactment or amendment of this Code or of the comprehensive plan.* Where more than one nonconforming lot of record in single ownership and with continuous frontage exists, they shall be combined and considered a single zoning lot. The zoning administrator shall authorize their use only when the lot area and lot width

requirements for the district in which the lots are located are satisfied. Full setback requirements shall apply to all of the newly created lots.

2. *Combination not required where nonconformity created by public taking or court order.* Where the nonconforming lots were created by public taking action or as a result of a court order, a combining of the individual lots shall not be required.

(2) *Nonconforming uses.* Nonconforming uses of land shall be brought into conformance as soon as reasonably possible, but may continue provided they meet the criteria listed below or if the loss is involuntary as provided for in Sec. 110-95.

a. There shall be no replacement, enlargement, increase in activity or alterations to any nonconforming use, permanent structure or both.

b. No such nonconforming use shall be relocated or moved to any portion of the lot other than that occupied at the time that the nonconforming status was created.

c. When a nonconforming use is changed, modified or diversified to meet requirements of a conforming use, the building or structure in which the use is located shall conform to the development standards and regulations as set forth in this Code.

d. If any nonconforming use, or any portion thereof, ceases for any reason for more than one year (365 days), the status of the nonconforming use shall terminate and all subsequent uses shall conform to the regulations of the district in which such use is located. In cases of involuntary loss as described in Sec. 110-95 there is no time limitation.

(3) *Nonconforming structures.* Where a lawful structure exists at the time of the passage or amendment of the land development regulations which could no longer be built under the terms of the land development regulations by reason of restrictions on area, lot coverage, height, or other characteristics of the structure or location on lot, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:

a. That any addition, alteration or renovation to the structure shall not increase the degree of nonconformity or result in the conversion of a nonconforming carport, garage, screen enclosure, patio roof, storage area or other non-habitable area into a habitable area unless specifically approved by the special magistrate. Structural changes which decrease the degree of nonconformity shall be permitted. Structures that are nonconforming due solely to their flood elevation may be altered in accordance with the provisions of chapter 94.

b. A nonconforming structure or portion thereof, if damaged by fire, natural elements or force to an amount equal to or greater than 50

percent of its current fair market value as of the day immediately preceding such damage, may only be reconstructed in accordance with the provisions of article V of this chapter regarding district regulations for the district in which it is located and the floodplain management regulations established in chapter 94 of this Code or as otherwise provided in this article.

c. Should the damage be less than 50 percent of its current fair market value, the structure may remain and repairs may be made under the zoning district regulations in effect at the time of original construction, provided that a permit is issued and notice of commencement recorded in the Official Records of Pinellas County, Florida within 18 months after such damage. All repairs must be made to comply with current building codes and not be in violation of the provisions of the floodplain management regulations and other applicable codes of the city. In the event that the permit has not been issued within 18 months, and work not completed and the permit closed within 36 months from the date the damage occurred, the structure shall not be further repaired or rebuilt, except in conformity with the entire requirements of this Code. For structures damaged due to the 2024 hurricanes, ~~this~~ the 18-month deadline shall be extended until September 2~~4~~5, 202~~6~~7, and the 36-month deadline extended until September 25, 2028.

d. Routine repairs and maintenance of nonconforming structures, fixtures, wiring and plumbing, or the repair or replacement of non-load bearing walls shall be permitted.

e. Owners of nonconforming residential structures in an R-1, R-2 or R-3 zoning district that wish to elevate or replace their existing structures with the lowest habitable floor at or above ~~base~~ design flood elevation shall be exempt from the setback provisions of article V of this chapter regarding district regulations, so long as the structure remains within the existing footprint.

f. In recognition of the narrow lot dimensions and the preexisting development patterns in some older neighborhoods, the following exceptions can be considered by the planning commission for approval for lots of 50 feet in width or less:

1. Legal nonconforming residential structures in an R-2 or R-3 zoning district with side yard encroachments may extend along the line of the existing encroachment without increasing the depth of the encroachment into the setback as long as a minimum of three feet of setback from the structural wall is retained on one side of the house and a minimum of five feet of clearance remains on the other side of the house (no permanent improvement of any kind, including mechanical equipment or storage units may exist or be placed or installed in the five feet clearance along the entire side of the structure nor can the area be obstructed by landscaping that prevents access across/through the clear area, although the area

may be fenced as long as it is accessible by way of a gate). Additionally, the property that is the subject of reduced setbacks must be improved with drainage systems including but not limited to roof gutter systems adequate to carry all runoff and direct it away from the neighboring property in a manner that ensures no impact upon the neighboring property. The required clearance area is not a reduction of setback but a minimum clear path of access between the front and rear yard. Furthermore, extensions along an existing encroachment line can be approved only if the neighbor on the extending encroached side indicates support for the extension by notarized statement. Nothing in this provision can be used to approve the creation of a new nonconformity.

2. Legal nonconforming uses and structures in an R-1, R-2 or R-3 zoning districts with a front or rear yard setback encroachment may extend the encroachment to an average of that encroachment on lots adjoining and facing it.

3. Additions of a second floor to legal nonconforming structures in the R-1, R-2 and R-3 districts is permitted as long as the extension/addition does not create any new encroachment, does not violate the height restrictions, provides a minimum of 18″ clearance between any building element and the property line, and does not increase the depth into any existing encroachment. Approval of such additions require the neighbor on the side or facing property where the encroachment is proposed to be heightened to indicate by notarized statement their support for the addition.

4. Approval of such additions require pre-hearing notice to adjoining property owners who may indicate their support for the addition by notarized statement or submittal of written or oral objections prior to or during the planning commission hearing.

5. Appeals of planning commission approvals may be brought to the city commission by filing a notice of appeal within 30 days of the signed planning commission decision.

(4) *Nonconforming characteristics of use.* Nonconforming characteristics of use which may include, but not limited to inadequate parking and loading facilities, inappropriate landscaping, lighting, emissions, etc., may continue to operate but shall not be expanded, altered, changed or relocated in such a manner as to increase the degree of nonconformity. Any such nonconforming characteristic use shall be made compliant with this code when the principal structure is required to comply with current code requirements.

Sec. 110-94. Nonconforming structures unsafe for reasons other than lack of maintenance.

Nonconforming structures or portions thereof which are declared unsafe by the building and zoning official or other competent authority, but not because of lack of maintenance, may be repaired and restored except as provided in subsection 110-94(3).

Sec. 110-95. Reestablishment of uses after an involuntary loss.

(a) In the event that any residential or hotel/motel structure is damaged greater than 50 percent or destroyed by a hurricane, tornado, fire, flood, wind, storm, natural disaster, or other unintended, involuntary action; it can be repaired or reconstructed in a manner which guarantees that each dwelling unit, tourist unit and all permitted accessory uses can be restored to the same square footage which existed the day immediately preceding such damage.

(b) Nothing contained herein shall be construed to permit more dwelling units or an increase in square footage of the structure than existed prior to the day immediately preceding such damage. The burden of proof as to what existed prior to the disaster shall rest with the property owner. Each property owner shall provide the city with a site plan, as-built surveys, or architecturally-sealed floor plans. The plans or surveys shall provide enough information to determine the existing legally permitted development on the site prior to the day immediately preceding such damage.

(c) Local business tax receipt required. Failure to have a current required local business tax receipt, where applicable, in force at the time of declared disaster will prevent this section from applying to that property. The business tax receipt requirement shall be waived for structures containing nonconforming uses that were damaged during the September and October 2024 hurricanes, provided that a Zoning Verification Letter is obtained from the Community Development Department, or a complete permit application or Site Plan application is submitted, on or before September 25, 2027.

(d) There is no time limitation to apply for a permit for reestablishment of uses after an involuntary loss as long as the above criteria of this section are met.

Sec. 110-96. Rebuilding after a catastrophic loss.

(a) *Declaration of disaster area.* A disaster area is any area of major multiple property loss in which the board of commissioners, county board of county commissioners, the governor of the state or the federal government declares the loss a disaster area.

(b) *Rebuilding regulations.* Rebuilding regulations shall be as follows:

(1) *Single-family.* May be rebuilt within the same footprint if it complies with all other existing regulatory codes and provisions of the land development regulations.

(2) *Duplexes and triplexes on a nonconforming lot.* Duplexes [and triplexes] on a nonconforming lot may be rebuilt to existing nonconformity if the new structure complies with required front setback, height, parking requirements and floodplain regulations effective at the time of building permit application.

(3) *Multifamily in R-1 and R-2 on a nonconforming lot.* Multifamily in R-1 and R-2 on a nonconforming lot shall be the same as duplexes and triplexes, except they must comply with the parking regulations as contained in their pre-damage certificate of occupancy.

(4) *Multifamily, hotel, motel, motor lodges.* Multifamily, hotel, motel and motor lodges may be rebuilt to same density, height and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.

(5) *Commercial.* Commercial may be rebuilt within the same footprint and having the same floor area ratio and parking spaces available at the time of disaster, but shall meet all other current regulatory codes and provisions of the land development regulations. ~~minimum FEMA regulations for elevated structures and/or flood proofing to the required height per the National Flood Rate Insurance Map for its commercial location~~.

(6) ~~*Occupational license required*~~*Local business tax receipt required*. Failure to have a current required ~~occupational license~~ local business tax receipt, where applicable, in force at the time of declared disaster will prevent this section from applying to that property. The business tax receipt requirement shall be waived for structures that were damaged during the September and October 2024 hurricanes, provided that a Zoning Verification Letter is obtained from the Community Development Department, or a complete permit application or Site Plan application is submitted, on or before September 25, 2027.

(7) There is no time limitation to apply for a permit for rebuilding after a catastrophic loss as defined in the section.

Sec. 110-97. Redevelopment planning process.

(a) *Purpose and intent.* It is the intent of this section to provide for the reconstruction of nonconforming residential and transient properties,

~~except for those in an R-1 zoning district,~~ for the purposes of redevelopment provided that the following steps shall be taken prior to the demolition of any units or buildings:

(1) *Existing or pre-existing dwelling unit verification.* The verification of the number of existing legal dwelling units and their type shall be through the city manager or designee.

(2) *Preliminary site plan review of redevelopment plan.* Preparation by the applicant of a redevelopment site plan for preliminary redevelopment site plan review by the city manager or designee. It must be demonstrated that the site can adequately accommodate the requested number of units by meeting the rebuilding regulations outlined in the process of this section of the Code. The applicant will meet the existing code to the maximum extent possible. This redevelopment site plan shall comply with the site plan requirements of chapter 110, article II, Site plans, of this Code. In addition to the standard site plan review requirements, all redevelopment site plans shall include the dimensions and floor area in square feet of all rooms and units.

(3) *Fee.* The application fee shall be the same as the regular site plan review fee found in article III, Community development, section F ~~D~~, Site plan, numbers 2 and 3, as adopted in the most recent edition of the city's fees and collection procedure manual.

(4) *Plan review.* The review of the redevelopment Plan shall be through the quasi-judicial public hearing process outlined in chapter 2, Administration, article I, In general, division 2, Quasi-judicial proceedings before the board of commissioners. The notification procedure shall follow subsection 2-503(c), Notification, found in chapter 2, article VIII, Special magistrate, of this Code.

(5) *Changes in the redevelopment plan.* The redevelopment plan may be amended by mutual consent of the city and applicant, provided the notification and public hearing process of this article are followed.

(b) *Rebuilding regulations for the redevelopment of existing dwelling units.* The rebuilding regulations for the redevelopment of existing dwelling units ~~except for those in an R-1 zoning district,~~ through the redevelopment planning process shall be as follows:

(1) *Single-family.* May be rebuilt within the same footprint if it complies with all other existing regulatory codes and provisions of the land development regulations.

(2) *Duplexes and triplexes on a nonconforming lot.* Duplexes (and triplexes) on a nonconforming lot may be rebuilt to existing nonconformity if the new structure complies with required front setback, height, parking requirements and floodplain regulations effective at the time of building permit application.

(3) *Multifamily on a nonconforming lot.* Multifamily, ~~except for those in an R-1 zoning district,~~ on a nonconforming lot shall be the same as duplexes and triplexes, except they must comply with the parking regulations as contained in their pre-demolition certificate of occupancy.

(4) *Multifamily, hotel, motel, motor lodges.* Multifamily, hotel, motel and motor lodges may be rebuilt to same density, height and side setbacks, but must comply with the front setback, the county coastal construction control line, floodplain regulations, fire codes, and parking regulations as contained in their certificate of occupancy and any other requirements effective at the time of building permit application.

(5) *Commercial.* Commercial may be rebuilt within the same footprint and having the same floor area ratio and parking spaces available at the time of disaster, but shall meet all other current regulatory codes and provisions of the land development regulations. ~~minimum FEMA regulations for elevated structures and/or flood proofing to the required height per the National Flood Rate Insurance Map for its commercial location~~.

(6) *Business tax receipt required.* Failure to be current with respect to full payment of the required annual business tax at the time a redevelopment plan is sought will prevent this section from applying to that property.

(c) *Planning commission and board of commissioners review.* The planning commission shall conduct one public hearing to consider any application to review or change a redevelopment plan. The board of commissioners shall conduct a second public hearing to consider any application to review or change a redevelopment plan. Upon conclusion of the second public hearing, the board of commissioners shall review the proposed redevelopment plan, the recommendations of the city manager or his/her designee, the recommendations of the planning commission and the testimony at the public hearings. The board of commissioners shall thereafter approve, approve with conditions, or deny the application approve or change a redevelopment plan.

(d) *Aggregation of nonconforming density.* The Community Development Director may approve alternative site and building configurations as it relates to the number of dwelling units as part of a redevelopment plan, such as the reconfiguration or consolidation of dwelling units from multiple existing buildings into one or more buildings, so long as the alternative design does not further perpetuate or increase the degree of nonconformity or density.

Secs. 110-98—110-120. Reserved.

Section 2. For purposes of codification of any existing section of the Madeira Beach Code herein amended, words **underlined** represent additions to original text, words ~~**stricken**~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 3. Ordinances or parts of ordinances in conflict herewith to the extent that such conflict exists are hereby repealed.

Section 4. In the event a court of competent jurisdiction finds any part or provision of the Ordinance unconstitutional or unenforceable as a matter of law, the same shall be stricken and the remainder of the Ordinance shall continue in full force and effect.

Section 5. The Codifier shall codify the substantive amendments to the Code of Ordinances of the City of Madeira Beach contained in Section 1 of this Ordinance as provided for therein and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. Pursuant to Florida Statutes §166.041(4), this Ordinance shall take effect immediately upon adoption.

PASSED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, THIS _____ day of _____, 2026.

_____
Anne-Marie Brooks, Mayor

ATTEST:

_____
Clara VanBlargan, MMC, MSM, City Clerk

APPROVED AS TO FORM:

_____
Thomas J. Trask, City Attorney

PASSED ON FIRST READING: _____

PUBLISHED: _____

PASSED ON SECOND READING: _____

Business Impact Estimate

Proposed ordinance's title/reference:

ORDINANCE 2026-09

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING CHAPTER 110 (ZONING), ARTICLE III (NONCONFORMANCES), OF THE CITY'S LAND DEVELOPMENT REGULATIONS TO CLARIFY REGULATIONS GOVERNING NONCONFORMING LOTS, USES, STRUCTURES, AND DENSITY; TO REVISE REBUILDING AND REDEVELOPMENT STANDARDS FOLLOWING A CATASTROPHIC LOSS; EXTENDING THE DEADLINE FOR CERTAIN REPAIRS RELATED TO THE 2024 HURRICANES; TO WAIVE THE BUSINESS TAX RECEIPT REQUIREMENT FOR STRUCTURES THAT WERE DAMAGED DURING THE 2024 HURRICANES PROVIDED THAT CERTAIN CONDITIONS ARE MET; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Madeira Beach is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Madeira Beach is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Development orders and development permits as those terms are defined in Section 163.3164, Florida Statutes, and development agreements as authorized by the Florida Local Government Development Agreement Act under Sections 163.3220-163.3243, Florida Statutes;
  b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party;

[1] See Section 166.041(4)(c), Florida Statutes.

c. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
d. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
e. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Madeira Beach hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The purpose of the ordinance is to clarify existing rebuilding regulations and provide additional flexibility to certain nonconforming properties.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Madeira Beach, if any:
(a) An estimate of direct compliance costs that businesses may reasonably incur;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(c) An estimate of the City of Madeira Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

It is estimated that there will be no additional costs for businesses. The regulatory costs to the city will not change.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Any business that plans to rebuild may have slightly more flexibility in keeping existing conditions.

4. Additional information the governing body deems useful (if any):

N/A

FORWARD PINELLAS
P: (727) 464.8250
F: (727) 464.8212
forwardpinellas.org
310 Court Street
Clearwater, FL 33756

July 29, 2026

Joseph Petraglia, CFM
City of Madeira Beach
300 Municipal Drive
Madeira Beach, FL 33708

RE: Review of City of Madeira Beach Ordinances for Consistency with the Countywide Rules (Ordinances 2026-09 through 2026-13)

Dear Joseph,

Thank you for submitting the proposed amendments to the Madeira Beach Code of Ordinances. The amendments are consistent with the Countywide Rules, with comments as follows:

- All reviewed amendments appear consistent with the Countywide Rules. The amendments primarily address local zoning administration, disaster recovery, landscaping standards, vegetation protection, and development regulations. The provisions maintain existing development rights, do not increase density or intensity, and generally support Countywide objectives related to redevelopment, resiliency, environmental protection, and transportation safety.

We recognize that the consistency process is an ongoing one, and if either the County or Forward Pinellas staff has failed to note a matter governed by the consistency process in the course of this review, we will be happy to work with you to resolve any such matter as may be necessary.

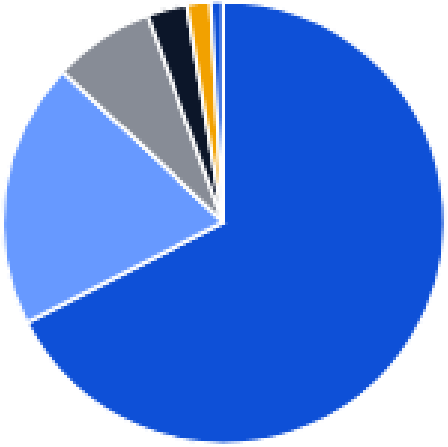
If you have any questions, please feel free to call me at 727-464-5679 or email me at ewennick@forwardpinellas.org.

Sincerely,

Emma Wennick

Emma Wennick
Program Planner

2024 Hurricane Damage Status (Updated July 2026)



Status	Number of Properties (by Parcel ID)
QC needed	67% (3,551)
Remodel/Repair Permit Issued	19% (1,025)
No Permit	7% (390)
Demolished/ Substantially Improved	3% (157)
Owner in Communication	2% (91)
Post FIRM/No Damage	1% (47)

Memorandum

Meeting Details: August 12, 2026 – Board of Commissioners Regular Meeting

Prepared For: Honorable Mayor Brooks and Board of Commissioners

From: Community Development Department

Subject: Public Hearing for an alcoholic beverage license application #2026-01 for the sale of beer and wine by the drink or in sealed containers for consumption at the vessel located at 112 Boardwalk Place, 124 Boardwalk Place and 140 Boardwalk Place, Madeira Beach, FL 33708

ALCOHOLIC BEVERAGE LICENSE APPLICATIONS # 2026-01

Applicant(s): Florida Fisherman INC

Property Owner(s): J E H Investments LLC

Business Location: 112 Boardwalk Place, 124 Boardwalk Place, and 140 Boardwalk Place Madeira Beach, Florida 33708

Business: Dolphin Quest II

Background:

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2026-01, is requesting authorization from the Board of Commissioners for the approval of (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption at the vessel located at 112 Boardwalk Place, 124 Boardwalk Place and 140 Boardwalk Place, Madeira Beach, FL 33708. This establishment is in the C-1, John's Pass Village Activity Center Zoning District and the Boardwalk Character District. The future land use designation for the property is Activity Center.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days before the scheduled consideration by the Board of Commissioners. Such notice has also been posted on the subject property, at the Gulf Beaches Public

Library, City Hall, and the City of Madeira Beach website. The public notice, mailing address list, and posting pictures are included in the agenda packet.

Discussion:

When considering the alcoholic beverage license application, the Board of Commissioners shall consider the following factors:

(1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.

The proposed alcoholic beverage license is in the Boardwalk Character District of the John's Pass Village Activity Center. The Boardwalk Character District supports various commercial uses that are oriented towards tourism and maintaining the "fishing village" character of John's Pass Village. Various businesses in the Boardwalk Character District serve alcoholic beverages. Serving alcoholic beverages on charter boats would not adversely affect the character of the neighborhood.

(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.

The applicant listed 3 parking spaces, 1 handicap parking space, and 5 bicycle stalls (up to 3 parking credits). This property is in the John's Pass Village Special Parking Area which allows for the reduction of required of off-street parking by 50%. Since the property is located in a special parking area, each charter boat would require 1.5 spaces. Additional parking is available in a privately owned garage across the street, but the existing onsite parking is considered sufficient. It is not foreseen that serving beer and wine on an existing charter boat service would create additional congestion or present a safety hazard.

(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.

The applicant says that license would be for selling beer, wine, and prepackaged drinks on a pleasure cruise vessel used for dolphin watches and sunset tours. When the alcohol is not being sold on the charter boats, the alcohol will be stored on property. The proposed use of selling alcoholic beverages on a charter boat is compatible with the particular location.

(4) Whether or not the proposed use will adversely affect the public safety.

Serving beer and wine on a charter boat would not adversely affect public safety. The proposed alcoholic beverage license would be replacing an existing alcoholic beverage license because of a change in ownership. The vessels are licensed and registered with the US Coast Guard. The dock where the vessel is located is more than 500 feet away from any established church, synagogue, temple, or

place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center.

(5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

The applicant has no outstanding fines or penalties owed to the city under any section of the Code.

Fiscal Impact: N/A

Recommendation(s): City Staff recommends the approval of ABP 2026-01.

Attachments:

ABP 2026-01 Local Application and Support Materials

ABP 2026-01 Public Notice Mailing and Posting Packet

Date and Time Commented	Comment Type	Action Type	Commented By
7/10/2026 8:51:00 AM	Private	Municipality	Barbara Scott

Customer Portal Application Note:
Name of Business: DOLPHIN QUEST II
Which applies to your business? : Charter Boat/Party Boat
Type of State License you are applying for: 2COP
Project Description:
This is a pleasure cruise vessel (Dolphin Watches, and sunset tours mostly) that will sell beer, wine, and prepackaged drinks.
Square footage of open entertainment space: 480SQ FT
Number of Bicycle Stalls: 5
Number of Motorcycle Parking Spaces: 0
Number of Parking Spaces: 3
Number of Handicap Parking Spaces: 1
Parcel ID #:: 15-31-15-00000-410-1300
Days & Hours of Operation:
Monday through Sunday 10am to 7pm weather permitting.
What is the extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard?:
This will not create congestion or a safety hazard.
Is proposed use compatible with this particular location? :
Yes the use is compatible with this particular location.
Will proposed use adversely affect the public safety? :
No this will not adversely affect the public safety.
Are there any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code? : No
DISCLAIMER: :
According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public records requests.
I have read the notification and agree to comply as stated and promise, in good faith, to deliver this statement to the person whose property is subject to the attachment. I hereby certify that all statements made in this application are true and correct and that no construction has begun, except as other has been disclosed, before the permit for this work has been issued.

Photos of Dolphin Quest II

Dolphin Quest

Dolphin Quest
727·392·7090

SPLASH AREA
10 ADULT PFD'S

CITY OF MADEIRA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH FLORIDA 33708
(727) 391-9951 ♦ Planning@madeirabeachfl.gov

OWNER CERTIFICATION

I hereby authorize permission for the Planning Commission, Board of Commissioners, Building Official, and Community Development Director to enter upon the referenced premises for purposes of inspection related to this application.

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the facts concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing fee of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules, and regulations pertaining to the subject property.

I have received a copy of the application Requirements and Procedures, read and understand the reasons necessary for granting such request and the procedure, which will take place at the Public Hearing.

Property Owner's Signature: _____ Date: 7/10/26

STATE OF Florida
COUNTY OF Pinellas City

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online authorization, by _____. who ☒ is personally known to me or ☐ has produced _____ as identification, this 10th day of July, 20 26.

Notary Public State of Florida
Patricia Anne England
My Commission HH 727839
Expires 10/5/2029

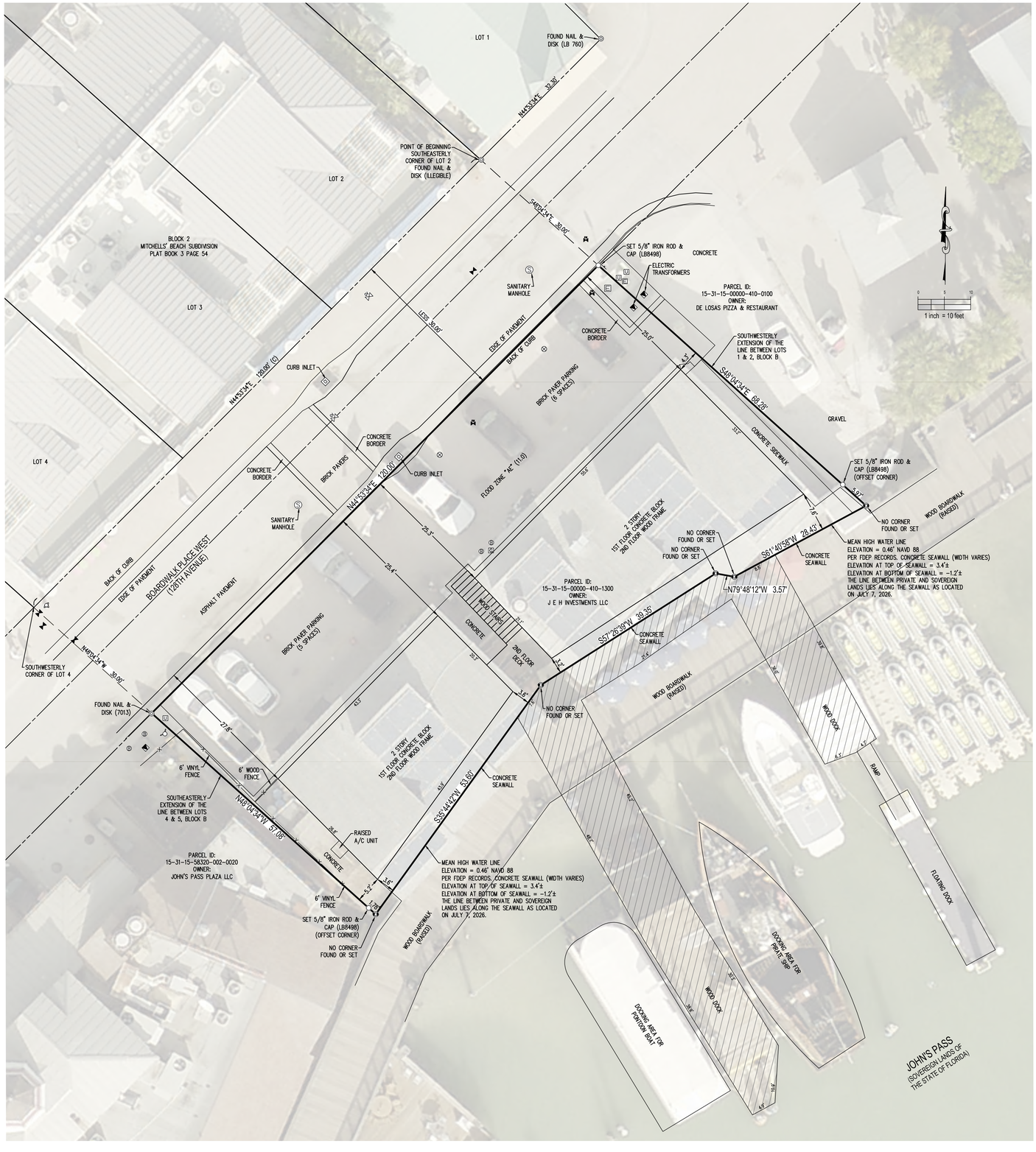
P.E. _____
(notary signature)

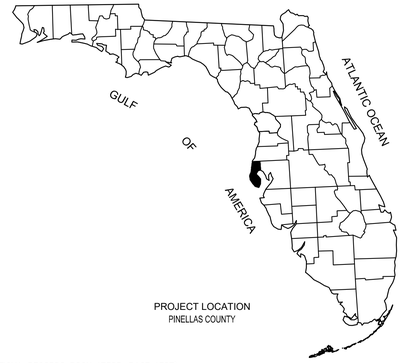
Commission Expires: 10/5/2029
Stamp

NOTICE: *Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

BOUNDARY & MEAN HIGH WATER SURVEY
-OF-
HUBBARD'S MARINA
112 BOARDWALK PLACE, MADERIA BEACH
SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA





PROJECT LOCATION
PINELLAS COUNTY

LEGEND

±	MORE OR LESS
A/C	AIR CONDITIONING UNIT
ACSM	AMERICAN CONGRESS ON SURVEYING & MAPPING
A.K.A.	ALSO KNOWN AS
ALTA	AMERICAN LAND TITLE ASSOCIATION
COR	CERTIFIED CORNER RECORD
CONC	CONCRETE
EL	ELEVATION
FD	FOUND
LB	LICENSED BUSINESS
NO.	NUMBER
ID	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
PID#	TAX PARCEL IDENTIFICATION NUMBER
PG	PAGE
PB	PLAT BOOK
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE (DELTA)
CH	CHORD LENGTH
CB	CHORD BEARING
POB	POINT OF BEGINNING
POC	POINT ON CURVE (NON-TANGENT)
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PNT	POINT OF NON-TANGENCY
NAVD	NORTH AMERICAN VERTICAL DATUM
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
(C)	CALCULATED MEASUREMENT
(M)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
(D)	DEED MEASUREMENT
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
ECP	ELLIPTICAL CONCRETE PIPE
BWF	BARBED WIRE FENCE
CLF	CHAIN LINK FENCE
WPF	WOOD PRIVACY FENCE
WRF	WOOD RAIL FENCE
OH	OVERHEAD UTILITIES
℄	CENTERLINE
R/W	RIGHT-OF-WAY
CM	CONCRETE MONUMENT
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD AND CAP
NOID	NO IDENTIFICATION
W/	WITH
NLY, ELY, SLY, & WLY	GENERAL CARDINAL DIRECTION (NORTHERLY, ETC)
■	FOUND CONCRETE MONUMENT (AS NOTED)
●	FOUND NAIL (AS NOTED)
◎	FOUND NAIL & DISK (AS NOTED)
⊛	FOUND 5/8" IRON ROD & CAP (AS NOTED)
○	FOUND IRON PIPE (AS NOTED)
●	FOUND IRON ROD (AS NOTED)
◉	SET NAIL & DISK (LB 8498)
○	SET 5/8" IRON ROD AND CAP (LB 8498)
⊕	NO CORNER FOUND OR SET
Ⓢ	SANITARY MANHOLE
⊗	SANITARY CLEANOUT
⋈	SEWER VALVE
Ⓢ	STORM MANHOLE
CB	CATCH BASIN
Ⓣ	TELEPHONE MANHOLE
Ⓦ	WELL (SIZE NOTED)
⋈	IRRIGATION CONTROL VALVE
⊠	WATER METER
⋈	WATER VALVE
⟹	BACKFLOW PREVENTOR
⋔	FIRE HYDRANT
⚲	WATER SPIGOT
⊸	CONCRETE UTILITY POLE
⊸	METAL UTILITY POLE
⊸	WOOD UTILITY POLE
⊸	GUY ANCHOR
☼	LIGHT POLE
⊣	SIGN
◎	BOLLARD
E	ELECTRIC RISER
▽	ELECTRIC TRANSFORMER
Ⓔ	ELECTRIC METER
CATV	CABLE TELEVISION RISER
PB	PULLBOX (ELECTRIC)
PB	PULLBOX (FIBER)
PB	PULLBOX (TELEPHONE)
PB	PULLBOX (TRAFFIC)
PB	PULLBOX (TELEVISION)
TV	TELEVISION RISER
⚑	FLAG POLE
⊟	MAILBOX
⊙	GATE POST

LEGAL DESCRIPTION: (OFFICIAL RECORDS BOOK 17385, PAGE 1387)

THE TRACT OF LAND DESCRIBED AS FOLLOWS: USING THE SOUTHEASTERLY CORNER OF LOT 2, BLOCK 2, MITCHELLS' BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 54, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS A POINT OF BEGINNING; RUN THENCE SOUTHEASTERLY ALONG THE LOT LINE BETWEEN LOTS 1 AND 2, BLOCK 2, EXTENDED TO A POINT OF INTERSECTION WITH THE MEAN HIGH TIDE LINE OF JOHN'S PASS, THENCE MEANDERING THE MEAN HIGH TIDE LINE OF JOHN'S PASS IN A SOUTHWESTERLY DIRECTION TO A POINT OPPOSITE THE LOT LINE BETWEEN LOTS 4 AND 5, BLOCK 2; THENCE NORTHWESTERLY ALONG THE EXTENDED LOT LINE BETWEEN LOTS 4 AND 5, BLOCK 2, TO THE SOUTHWESTERLY CORNER OF LOT 4, BLOCK 2; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEASTERLY LOT LINE OF LOTS 4, 3 AND 2, BLOCK 2, TO THE POINT OF BEGINNING; LESS A STRIP OF LAND 30 FEET WIDE RESERVED FOR ROAD PURPOSES (BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA) LYING SOUTHEASTERLY AND ADJACENT TO LOTS 2, 3 AND 4, BLOCK 2, AND LYING BETWEEN THE EXTENDED LOT LINE OF LOTS 1 AND 2, BLOCK 2, AND THE EXTENDED LOT LINE OF LOTS 4 AND 5, BLOCK 2, ALL LYING IN AND BEING A PART OF GOVERNMENT LOT 2, SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST, CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA.

SURVEY NOTES:

1. THIS IS A BOUNDARY & MEAN HIGH WATER LINE SURVEY AS DEFINED IN CHAPTER 5J-17.050 (11) FLORIDA ADMINISTRATIVE CODE.
2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE (NOS) THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NGS). AS A REFERENCE FOR THIS SURVEY, THE SOUTH RIGHT-OF-WAY LINE OF BOARDWALK PLACE (126TH AVENUE WEST) HAS A BEARING OF N44°53'34"E.
3. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT.
4. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12103C0191H, CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, EFFECTIVE DATE OF AUGUST 24, 2021, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "AE", WITH A BASE FLOOD ELEVATION OF 11.0 FEET (REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988).
5. THE DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY IS BASED ON THE DESCRIPTION RECORDED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 17385, PAGE 1387 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL. ENCUMBRANCES SUCH AS EASEMENTS MAY EXIST THAT ARE NOT DEPICTED HEREON.
6. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION, UNLESS ENDING IN "-LY" (NLY, ELY, SLY, WLY) WHICH ARE PERPENDICULAR TIES TO THE BOUNDARY LINE.
7. THE SCOPE OF THIS SURVEY DOES NOT ADDRESS ENVIRONMENTAL MATTERS, JURISDICTIONAL BOUNDARIES SUCH AS WETLANDS, OR HAZARDOUS WASTES CONCERNS SHOULD ANY OF THE FOREGOING EXIST.
8. UNDERGROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED AS PART OF THIS SURVEY.
9. THIS SURVEY MAP AND REPORT (IF APPLICABLE) OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
10. RECORDING REFERENCES (SUCH AS OFFICIAL RECORDS BOOK AND PAGE, AND PLAT BOOK AND PAGE) SHOWN HEREON, REFER TO DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.
11. ELEVATIONS SHOWN HEREON ARE PURSUANT TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THE ORIGINATING BENCHMARK FOR THE ELEVATIONS DEPICTED HEREON IS NATIONAL GEODETIC SURVEY BENCHMARK # "BM NO 5 1951", DESIGNATION: 872 6533 TIDAL 5, SAID POINT HAVING AN ELEVATION OF 6.45 FEET.
12. AERIAL IMAGE DEPICTED HEREON IS DATED 2024 AND WAS PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
13. DISTANCES AND ACREAGES SHOWN HEREON ARE MEASURED IN U.S. SURVEY FEET AND DECIMALS THEREOF. MEASUREMENTS DEPICTED HEREON ARE FIELD DERIVED UNLESS OTHERWISE NOTED.
14. SUBJECT PARCEL CONTAINS: 6,645 SQUARE FEET (0.15 ACRES) MORE OR LESS.
15. ZONING:

    C-1 (JOHN'S PASS VILLAGE ACTIVITY CENTER)
    PER MADEIRA BEACH ZONING & FUTURE LAND USE INTERACTIVE MAP.
    A ZONING LETTER OR REPORT WAS NOT PROVIDED TO THIS FIRM TO VERIFY THE INFORMATION ABOVE.

16. THERE ARE NO DELINEATED PARKING SPACES IN THE SUBJECT PARCEL; THE BRICK PAVER PARKING AREA IN THE FRONT HAS ROOM FOR 11 VEHICLES.
17. NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED DURING THE TIME FIELD WORK WAS PERFORMED ON THE SUBJECT PARCEL.
18. WHILE CONDUCTING RESEARCH ON THE SUBJECT PARCEL, NO PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES WERE FOUND BY THIS SURVEYOR. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK ON THE SUBJECT PARCEL.
19. THIS COMPANY ACCEPTS NO RESPONSIBILITY FOR THE MARKETABLE STATUS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO ANY AND/OR ALL CITY, COUNTY, STATE, AND FEDERAL PLANNING AND ZONING REGULATIONS.
20. OWNERSHIP OF FENCES SHOWN HEREON, IF ANY, WAS NOT DETERMINED BY THIS SURVEY. SAID FENCES WERE LOCATED ONLY WHERE DIMENSIONED AND MAY NOT RUN STRAIGHT.

CERTIFIED TO:

HUBBARD'S MARINA

ADDRESS:

112 BOARDWALK PLACE, MADEIRA BEACH, FLORIDA 33708

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.053, FLORIDA ADMINISTRATIVE CODE.

KENNETH C. KOLARIK, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5116

JULY 09, 2026
DATE OF FIELD SURVEY

CFB | KIMLEY HAMNER BARLEY SURVEYING
PALMETTO, SOUTH CAROLINA 29926

DATE

REVISIONS

CLIENT: HUBBARD'S MARINA
JOB NO.: SP2026.0230
DRAWING DATE: 07/08/2026
DRAWN BY: TLB
FIELD BOOK: VOS-34, PAGE 53
DATE OF SURVEY: 07/07/2026
CHECKED BY: KCK

112 BOARDWALK PLACE, MADERIA BEACH
SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

BOUNDARY & MEAN HIGH WATER SURVEY FOR HUBBARD'S MARINA

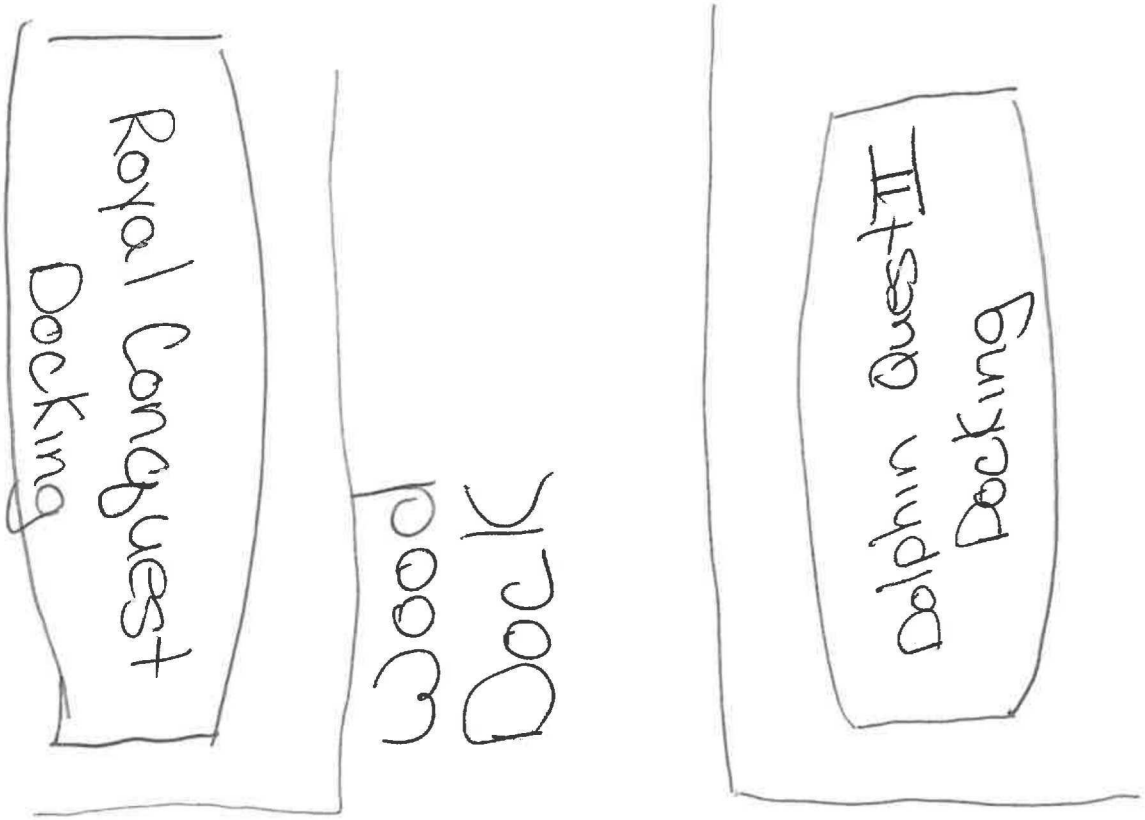
SHEET 01 OF 01

SECTION 4 – DESCRIPTION OF PREMISES TO BE LICENSED
TO BE COMPLETED BY THE APPLICANT

Business Name (D/B/A) Dolphin Quest II

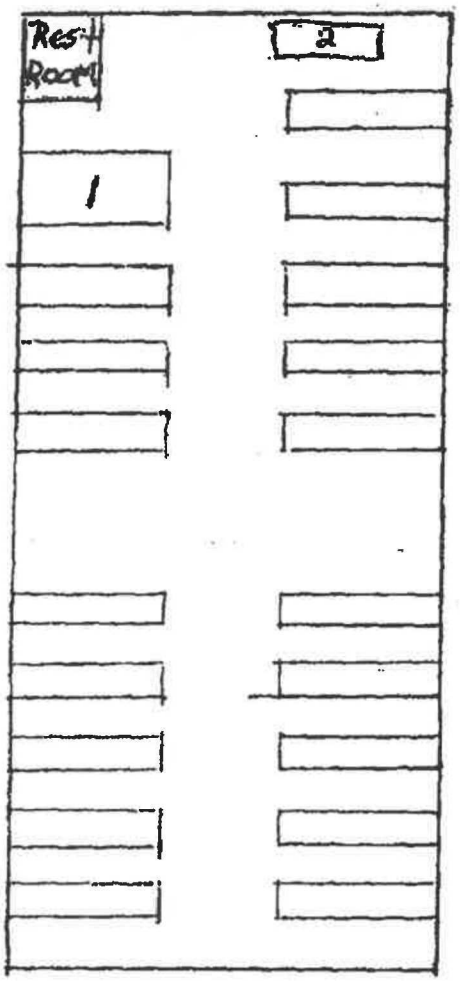
1.	Yes ■	No ☐	Is the proposed premises movable or able to be moved?
2.	Yes ☐	No ■	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes ☐	No ■	Is the business located within a Specialty Center? If yes, check the applicable statute: ☐ 561.20(2)(b)1, F.S. or ☐ 561.20(2)(b)2, F.S.
4.	Yes	No ■	Are there any mobile vehicles used to sell or serve alcoholic beverages?
5.	Yes ☐	No ■	Are there more than 3 separate rooms or enclosures with permanent bars or counters?

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.



BACK of 140 Location

Dolphin Quest Boat Floorplan



Equipment Schedule

1. Hot water heater
2. Drink coolers

Finish Schedule

Vinyl flooring

APPROVED: PINELLAS COUNTY HEALTH DEPARTMENT
FOR Rec Use Only WITH PROVISOS
SEE LETTER DATED 4/22/11
SUPERVISOR

Scale:

$\frac{1}{4}$ inch = 2 feet

Dolphin Quest
140 Boardwalk Place W,
Madeira Beach, FL 33708

MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **August 12, 2026, at 6:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida 33708 to review an application for the approval by the Board of Commissioners of a (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption on the vessel operated by Dolphin Quest II located at 112 Boardwalk Place, 124 Boardwalk Place, and 140 Boardwalk Place, Madeira Beach, FL 33708. This establishment is located in the C-1, John's Pass Village Activity Center Zoning District and Boardwalk Character District. The future land use designation for the property is Activity Center.

ALCOHOLIC BEVERAGE LICENSE APPLICATIONS # 2026-01

Applicant(s): Florida Fisherman INC

Property Owner(s): J E H Investments LLC

Business Location: 112 Boardwalk Place, 124 Boardwalk Place, and 140 Boardwalk Place Madeira Beach, Florida 33708

Business: Dolphin Quest II

Application Request: Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2026-01, is requesting authorization from the Board of Commissioners for the approval of a (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption on the vessel operated by Dolphin Quest II located at 112 Boardwalk Place, 124 Boardwalk Place and 140 Boardwalk Place, Madeira Beach, FL 33708. This establishment is in the C-1, John's Pass Village Activity Center Zoning District and the Boardwalk Character District. The future land use designation for the property is Activity Center.

Note: You have received this notice, pursuant to City Code Section 110-539, because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

A copy of the application is available for inspection in the Community Development Department between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday or at https://madeirabeachfl.gov/plan-review-documents/. If you would like more information

regarding the application, please contact Andrew Morris Long Range Planner at 727-742-3701 or amorris@madeirabeachfl.gov.

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner
amorris@madeirabeachfl.gov
727-742-3701

Posted:

July 24, 2026, at the Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

Note: One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the affected party must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact the Community Development Director no later than 48 hours prior to the meeting: (727) 391-9951 or send a written request to planning@madeirabeachfl.gov.

AFFIDAVIT OF MAILING

Date: 7/24/2026

Mailings for Case # ABP 2026-1

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me this day Lisa Schaverna personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Sworn and subscribed before me this 24th day of July, 2026.

Personally known or produced _____ as identification.

Barbara A Scott
Notary Public

7/24/26
Date

BARBARA A. SCOTT
MY COMMISSION # HH 673664
EXPIRES: May 22, 2029

Notary Public Stamp

*Copy of public notice is attached.

City Of Madeira Beach FLORIDA

AFFIDAVIT OF POSTING

Date: 7/24/2024

Postings for: ABP 2026-01

Before me this day Lisa Sherman personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Lisa Sherman
Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 24th day of July, 2026.

Personally known or produced _____ as identification.

BARBARA A. SCOTT
MY COMMISSION # HH 673664
EXPIRES: May 22, 2029

Barbara A Scott
Notary Public

7/24/24
Date

Notary Public Stamp

*Copy of public notice is attached.

2026 RESIDENT PARKING PASS REGISTRATION

Back
Plan Review Documents
John's Pass Village Activity Center Plan

Marci Forbes
Director of Community Development
(727) 391-9951
planning@madeirabeachfl.gov
300 Municipal Drive
Monday - Friday
8:30 am - 4:00 pm

Plan Review Documents

Alcoholic Beverage License Public Hearings BOC Regular Meeting August 12, 2026

ABP 2026-01 Florida Fisherman INC

ABP 2026-01 Florida Fisherman INC Application

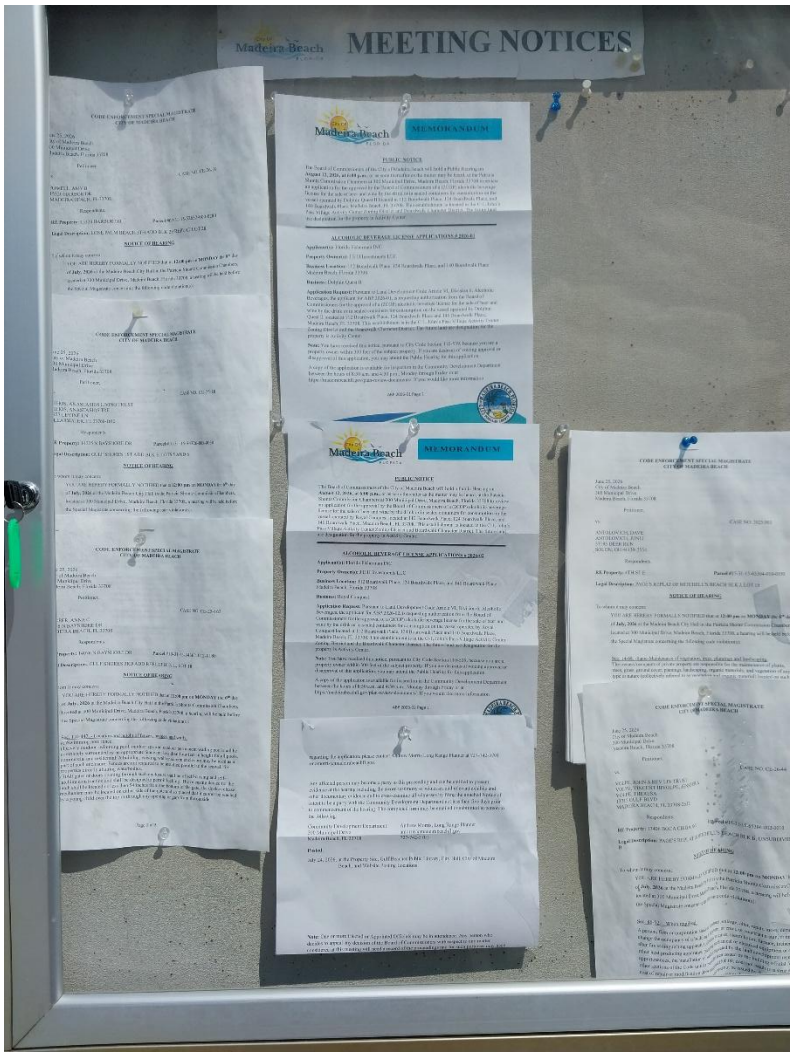
ABP 2026-01 Public Notice

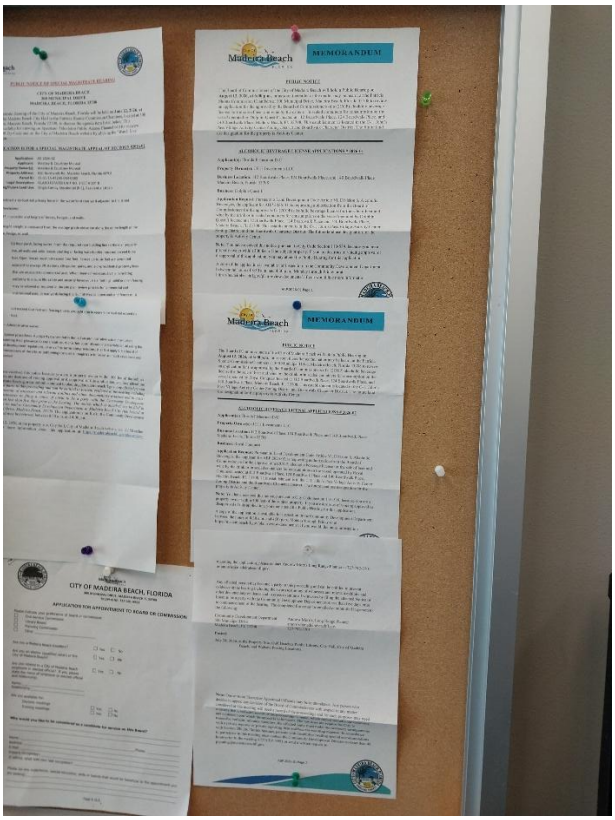
ABP 2026-02 Florida Fisherman INC

ABP 2026-02 Florida Fisherman INC Application

ABP 2026-02 Public Notice

Special Magistrate Variance and Administrative Appeal




Madeira Beach
MEMORANDUM
CITY OF MADEIRA BEACH, FLORIDA

NOTICE OF PUBLIC HEARING
APPLICATION NO.: ABP 2024-01
REQUEST: Approval of alcoholic beverage license to sell beer & wine
PROPERTY DESCRIPTION: 134 & 140 Boardwalk PI
HEARING DATE & TIME: August 12, 2024 @ 6:00 PM
HEARING LOCATION: COMMISSION CHAMBERS, MADEIRA BEACH CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.
THE PROJECT FILE IS AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS IN THE COMMUNITY DEVELOPMENT DEPARTMENT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708 OR CALL 727-391-9951 FOR MORE INFORMATION
NOTICE OF PUBLIC HEARING
APPLICATION NO.: ABP 2024-02
REQUEST: Approval of alcoholic beverage license to sell beer & Wine
Aboard Vessel the Royal Conquest
PROPERTY DESCRIPTION: 134 & 140 Boardwalk PI
HEARING DATE & TIME: August 12, 2024 @ 6:00 PM
HEARING LOCATION: COMMISSION CHAMBERS, MADEIRA BEACH CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.
THE PROJECT FILE IS AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS IN THE COMMUNITY DEVELOPMENT DEPARTMENT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708 OR CALL 727-391-9951 FOR MORE INFORMATION

MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser
www.pcpao.gov **mike@pcpao.gov**

Run Date: 10 Jul 2026
Subject Parcel: 15-31-15-00000-410-1300
Radius: 300 feet
Parcel Count: 19
Total pages: 2

Public information is furnished by the Property Appraiser's Office and must be accepted by the recipient with the understanding that the information received was developed and collected for the purpose of developing a Property Value Roll per Florida Statute. The Pinellas County Property Appraiser's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability or suitability of this information for any other particular use. The Pinellas County Property Appraiser's Office assumes no liability whatsoever associated with the use or misuse of such information.

FL INT IMP FUND TRE
CRITELLI FAMILY LIVING TRUST
8162 TERRACE GARDEN DR N UNIT 102
ST PETERSBURG, FL 33709-1055

FL INT IMP FUND TRE
C/O GARDNER PROPERTIES INC
555 SE ST LUCIE BLVD
STUART, FL 34996-1320

N J E PROPERTIES INC
C/O HAMUY
PO BOX 14433
TALLAHASSEE, FL 32317-4433

N J E PROPERTIES INC
C/O HAMUY
PO BOX 14433
TALLAHASSEE, FL 32317-4433

DE LOSAS PIZZA & RESTAURANT
12800 VILLAGE BLVD
MADEIRA BEACH, FL 33708-2653

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

DE LOSAS PIZZA & RESTAURANT
12800 VILLAGE BLVD
MADEIRA BEACH, FL 33708-2653

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

LUPER REAL ESTATE INC
7262 SAWGRASS POINT DR N
PINELLAS PARK, FL 33782-4202

MADEIRA BEACH, CITY OF
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

MERMAID HOLDINGS LLC
12831 VILLAGE BLVD
MADEIRA BEACH, FL 33708-2654

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

PERSHING ENTERPRISES LLC
9226 143RD LN
SEMINOLE, FL 33776-1959

JPV RESTAURANT PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

CRITELLI FAMILY LIVING TRUST
8162 TERRACE GARDEN DR N UNIT 102
ST PETERSBURG, FL 33709-1055

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

JOHN'S PASS PLAZA LLC
10225 ULMERTON RD STE 12A
LARGO, FL 33771-3520

Memorandum

Meeting Details: August 12, 2026 – Board of Commissioners Regular Meeting

Prepared For: Honorable Mayor Brooks and Board of Commissioners

From: Community Development Department

Subject: Public Hearing for an alcoholic beverage license application #2026-02 for the sale of beer and wine by the drink or in sealed containers for consumption at the vessel located at 112 Boardwalk Place, 124 Boardwalk Place and 140 Boardwalk Place, Madeira Beach, FL 33708

ALCOHOLIC BEVERAGE LICENSE APPLICATIONS # 2026-02

Applicant(s): Florida Fisherman INC

Property Owner(s): J E H Investments LLC

Business Location: 112 Boardwalk Place, 124 Boardwalk Place, and 140 Boardwalk Place Madeira Beach, Florida 33708

Business: Royal Conquest

Background:

Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2026-02, is requesting authorization from the Board of Commissioners for the approval of (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption at the vessel located at 112 Boardwalk Place, 124 Boardwalk Place and 140 Boardwalk Place, Madeira Beach, FL 33708. This establishment is in the C-1, John's Pass Village Activity Center Zoning District and the Boardwalk Character District. The future land use designation for the property is Activity Center.

Pursuant to Section 110-539, the Notice of Public Hearing has been properly sent to all property owners within 300 feet of the subject property 15 days before the scheduled consideration by the Board of Commissioners. Such notice has also been posted on the subject property, at the Gulf Beaches Public

Library, City Hall, and the City of Madeira Beach website. The public notice, mailing address list, and posting pictures are included in the agenda packet.

Discussion:

When considering the alcoholic beverage license application, the Board of Commissioners shall consider the following factors:

(1) The extent to which the location and the extent to which the proposed alcoholic beverage request will adversely affect the character of the existing neighborhood.

The proposed alcoholic beverage license is in the Boardwalk Character District of the John's Pass Village Activity Center. The Boardwalk Character District supports various commercial uses that are oriented towards tourism and maintaining the "fishing village" character of John's Pass Village. Various businesses in the Boardwalk Character District serve alcoholic beverages. Serving alcoholic beverages on charter boats would not adversely affect the character of the neighborhood.

(2) The extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard.

The applicant listed 3 parking spaces, 1 handicap parking space, and 5 bicycle stalls (up to 3 parking credits). This property is in the John's Pass Village Special Parking Area which allows for the reduction of required of off-street parking by 50%. Since the property is located in a special parking area, each charter boat would require 1.5 spaces. Additional parking is available in a privately owned garage across the street, but the existing onsite parking is considered sufficient. It is not foreseen that serving beer and wine on an existing charter boat service would create additional congestion or present a safety hazard.

(3) Whether or not the proposed use is compatible with the particular location for which it is proposed.

The applicant says that license would be for selling beer, wine, and prepackaged drinks on a pirate ship charter vessel. When the alcoholic beverages are not being sold on the charter boats, the alcoholic beverages would be stored on property. The proposed use of selling alcoholic beverages on a charter boat is compatible with the particular location.

(4) Whether or not the proposed use will adversely affect the public safety.

Serving beer and wine on a charter boat would not adversely affect public safety. The proposed alcoholic beverage license would be replacing an existing alcoholic beverage license because of a change in ownership. The vessels are licensed and registered with the US Coast Guard. The dock where the vessel is located is more than 500 feet away from any established church, synagogue, temple, or

place of religious worship, public or private school operated for the instruction of minors, or youth recreation (community) center.

(5) No application for review under this section shall be considered until the applicant has paid in full any outstanding charges, fees, interest, fines or penalties owed by the applicant to the city under any section of the Code.

The applicant has no outstanding fines or penalties owed to the city under any section of the Code.

Fiscal Impact: N/A

Recommendation(s): City Staff recommends the approval of ABP 2026-02.

Attachments:

ABP 2026-02 Local Application and Support Materials

ABP 2026-02 Public Notice Mailing and Posting Packet

Date and Time Commented	Comment Type	Action Type	Commented By
7/10/2026 10:44:00 AM	Private	Municipality	Barbara Scott

Customer Portal Application Note:
Name of Business: Royal Conquest
Which applies to your business? : Charter Boat/Party Boat
Type of State License you are applying for: 2COP
Project Description:
Asking for approval of a 2COP license for a pirate ship charter vessel
Square footage of open entertainment space: 600
Number of Bicycle Stalls: 3
Number of Motorcycle Parking Spaces: 0
Number of Parking Spaces: 3
Number of Handicap Parking Spaces: 1
Parcel ID #:: 15-31-15-00000-410-1300
Days & Hours of Operation:
Monday through Sunday 10am to 8pm weather permitting
What is the extent to which traffic generated as a result of the location of the proposed alcoholic beverage request will create congestion or present a safety hazard?:
Traffic will not be congested in any way with this project, Johns Pass has a very large parking garage.
Is proposed use compatible with this particular location? :
Yes the proposed use is compatible with this location, this is an application for a new 2cop license by a new owner, this location has already had a 2cop license, it just has a new owner.
Will proposed use adversely affect the public safety? :
No this will not affect public safety in anyway all vessels are licensed and registered with the US Coast Guard.
Are there any outstanding charges, fees, interest, fines or penalties owned by the applicant to the City under any section of the code? : no
DISCLAIMER: :
According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public records requests.
I have read the notification and agree to comply as stated and promise, in good faith, to deliver this statement to the person whose property is subject to the attachment. I hereby certify that all statements made in this application are true and correct and that no construction has begun, except as other has been disclosed, before the permit for this work has been issued.

Photos of Royal Conquest

NO
SMOKING
NO
UNAUTHORIZED
BOARDING
IS A
FELONY

CASH
ONLY
YOUR CREW
TODAY:
RIK
TRACEY
TAMMY

RSJOHNSPASS.COM

UPPER DECK
MAX PERSON
CAPACITY 7

Dolphin Quest

SHARK BOAT

CITY OF MADEIRA BEACH
COMMUNITY DEVELOPMENT DEPARTMENT
300 MUNICIPAL DRIVE ♦ MADEIRA BEACH FLORIDA 33708
(727) 391-9951 ♦ Planning@madeirabeachfl.gov

OWNER CERTIFICATION

I hereby authorize permission for the Planning Commission, Board of Commissioners, Building Official, and Community Development Director to enter upon the referenced premises for purposes of inspection related to this application.

I hereby certify that I have read and understand the contents of this application, and that this application, together with all supplemental data and information, is a true representation of the facts concerning this request; that this application is made with my approval, as owner and applicant, as evidenced by my signature below.

It is hereby acknowledged that the filing fee of this application does not constitute automatic approval of the request; and further, if the request is approved, I will obtain all the necessary permits and comply with all applicable orders, codes, conditions, rules, and regulations pertaining to the subject property.

I have received a copy of the application Requirements and Procedures, read and understand the reasons necessary for granting such request and the procedure, which will take place at the Public Hearing.

Property Owner's Signature: _____ Date: 7/10/26

STATE OF FL
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online authorization, by _____, who ☒ is personally known to me or ☐ has produced _____ as identification, this 10th day of July, 20 26.

Notary Public State of Florida
Patricia Anne England
My Commission HH 727839
Expires 10/5/2029

P.E.L
(notary signature)

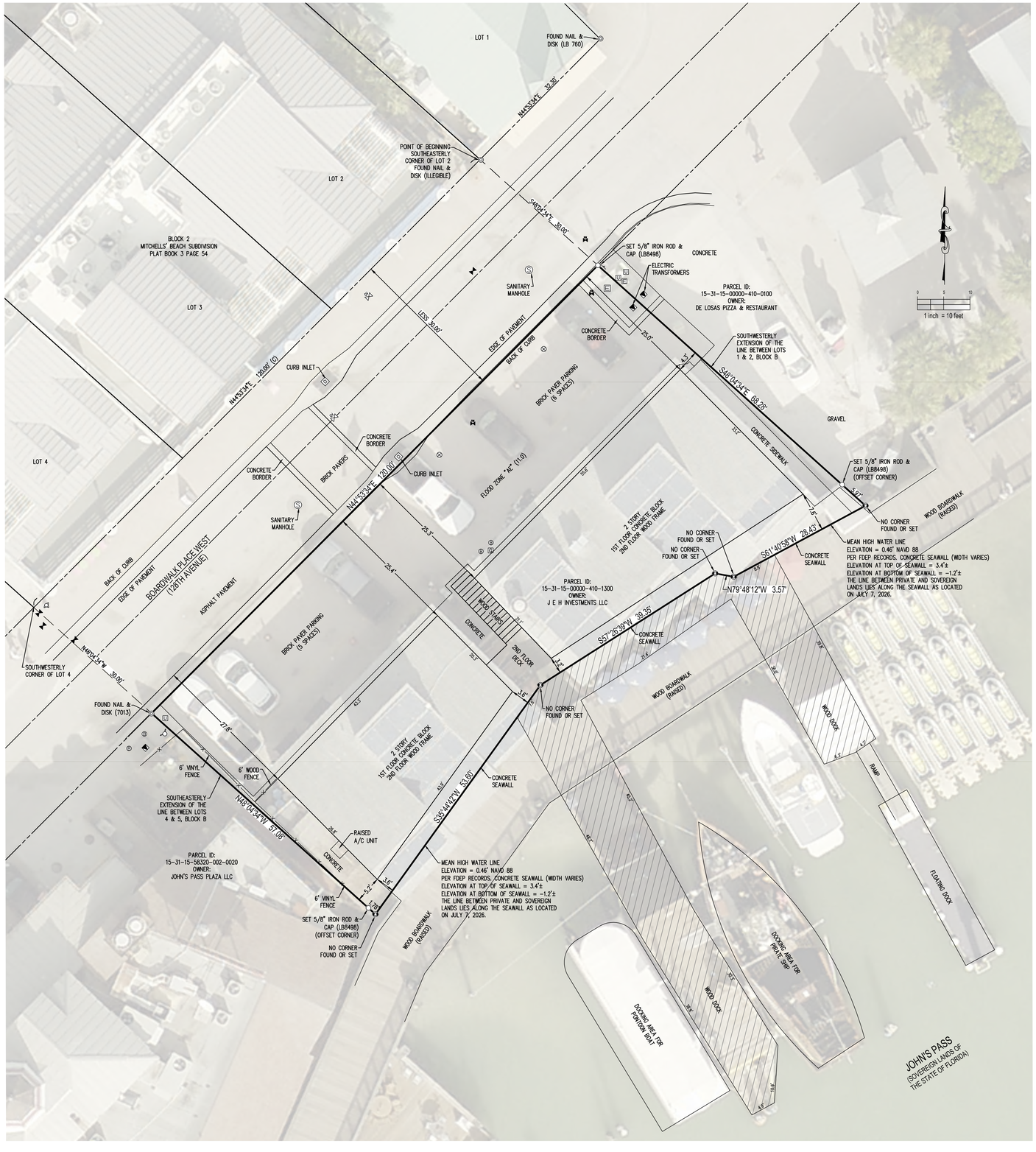
Commission Expires: 10.5.2029
Stamp

NOTICE: *Persons are advised that, if they decide to appeal any decision made at this hearing, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.*

DISCLAIMER: According to Florida Statutes, Chapter 119, it is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency. All documents and information not specified in F.S. 119.071 and 119.0713 are subject to public record requests.

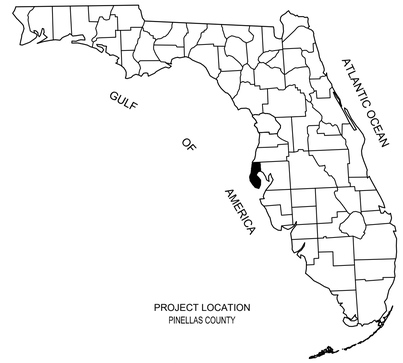
Rev 2.12.26

BOUNDARY & MEAN HIGH WATER SURVEY
-OF-
HUBBARD'S MARINA
112 BOARDWALK PLACE, MADERIA BEACH
SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA



LEGEND

±	MORE OR LESS
A/C	AIR CONDITIONING UNIT
ACSM	AMERICAN CONGRESS ON SURVEYING & MAPPING
A.K.A.	ALSO KNOWN AS
ALTA	AMERICAN LAND TITLE ASSOCIATION
COR	CERTIFIED CORNER RECORD
CONC	CONCRETE
EL	ELEVATION
FD	FOUND
LB	LICENSED BUSINESS
NO.	NUMBER
ID	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
PID#	TAX PARCEL IDENTIFICATION NUMBER
PG	PAGE
PB	PLAT BOOK
L	LENGTH
R	RADIUS
Δ	CENTRAL ANGLE (DELTA)
CH	CHORD LENGTH
CB	CHORD BEARING
POB	POINT OF BEGINNING
POC	POINT ON CURVE (NON-TANGENT)
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PNT	POINT OF NON-TANGENCY
NAVD	NORTH AMERICAN VERTICAL DATUM
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
(C)	CALCULATED MEASUREMENT
(M)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
(D)	DEED MEASUREMENT
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
ECP	ELLIPTICAL CONCRETE PIPE
BWF	BARBED WIRE FENCE
CLF	CHAIN LINK FENCE
WPF	WOOD PRIVACY FENCE
WRF	WOOD RAIL FENCE
OH	OVERHEAD UTILITIES
℄	CENTERLINE
R/W	RIGHT-OF-WAY
CM	CONCRETE MONUMENT
IP	IRON PIPE
IR	IRON ROD
IRC	IRON ROD AND CAP
NOID	NO IDENTIFICATION
W/	WITH
NLY, ELY, SLY, & WLY	GENERAL CARDINAL DIRECTION (NORTHERLY, ETC)
■	FOUND CONCRETE MONUMENT (AS NOTED)
●	FOUND NAIL (AS NOTED)
◎	FOUND NAIL & DISK (AS NOTED)
⊛	FOUND 5/8" IRON ROD & CAP (AS NOTED)
○	FOUND IRON PIPE (AS NOTED)
●	FOUND IRON ROD (AS NOTED)
◉	SET NAIL & DISK (LB 8498)
○	SET 5/8" IRON ROD AND CAP (LB 8498)
⊕	NO CORNER FOUND OR SET
Ⓢ	SANITARY MANHOLE
⊗	SANITARY CLEANOUT
⋈	SEWER VALVE
Ⓢ	STORM MANHOLE
CB	CATCH BASIN
Ⓣ	TELEPHONE MANHOLE
Ⓦ	WELL (SIZE NOTED)
⋈	IRRIGATION CONTROL VALVE
⊠	WATER METER
⋈	WATER VALVE
⟹	BACKFLOW PREVENTOR
⋔	FIRE HYDRANT
⚲	WATER SPIGOT
⊸	CONCRETE UTILITY POLE
⊸	METAL UTILITY POLE
⊸	WOOD UTILITY POLE
⊸	GUY ANCHOR
☼	LIGHT POLE
⊣	SIGN
◎	BOLLARD
E	ELECTRIC RISER
▽	ELECTRIC TRANSFORMER
Ⓔ	ELECTRIC METER
CATV	CABLE TELEVISION RISER
PB	PULLBOX (ELECTRIC)
PB	PULLBOX (FIBER)
PB	PULLBOX (TELEPHONE)
PB	PULLBOX (TRAFFIC)
PB	PULLBOX (TELEVISION)
TV	TELEVISION RISER
⚑	FLAG POLE
⊟	MAILBOX
⊙	GATE POST



PROJECT LOCATION
PINELLAS COUNTY

LEGAL DESCRIPTION: (OFFICIAL RECORDS BOOK 17385, PAGE 1387)

THE TRACT OF LAND DESCRIBED AS FOLLOWS: USING THE SOUTHEASTERLY CORNER OF LOT 2, BLOCK 2, MITCHELLS' BEACH SUBDIVISION, AS RECORDED IN PLAT BOOK 3, PAGE 54, PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, AS A POINT OF BEGINNING; RUN THENCE SOUTHEASTERLY ALONG THE LOT LINE BETWEEN LOTS 1 AND 2, BLOCK 2, EXTENDED TO A POINT OF INTERSECTION WITH THE MEAN HIGH TIDE LINE OF JOHN'S PASS, THENCE MEANDERING THE MEAN HIGH TIDE LINE OF JOHN'S PASS IN A SOUTHWESTERLY DIRECTION TO A POINT OPPOSITE THE LOT LINE BETWEEN LOTS 4 AND 5, BLOCK 2; THENCE NORTHWESTERLY ALONG THE EXTENDED LOT LINE BETWEEN LOTS 4 AND 5, BLOCK 2, TO THE SOUTHWESTERLY CORNER OF LOT 4, BLOCK 2; THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTHEASTERLY LOT LINE OF LOTS 4, 3 AND 2, BLOCK 2, TO THE POINT OF BEGINNING; LESS A STRIP OF LAND 30 FEET WIDE RESERVED FOR ROAD PURPOSES (BY THE BOARD OF COUNTY COMMISSIONERS OF PINELLAS COUNTY, FLORIDA) LYING SOUTHEASTERLY AND ADJACENT TO LOTS 2, 3 AND 4, BLOCK 2, AND LYING BETWEEN THE EXTENDED LOT LINE OF LOTS 1 AND 2, BLOCK 2, AND THE EXTENDED LOT LINE OF LOTS 4 AND 5, BLOCK 2, ALL LYING IN AND BEING A PART OF GOVERNMENT LOT 2, SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST, CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA.

SURVEY NOTES:

1. THIS IS A BOUNDARY & MEAN HIGH WATER LINE SURVEY AS DEFINED IN CHAPTER 5J-17.050 (11) FLORIDA ADMINISTRATIVE CODE.
2. BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AS ESTABLISHED BY THE NATIONAL OCEAN SERVICE (NOS) THROUGH ITS PROGRAM OFFICE NATIONAL GEODETIC SURVEY (NGS). AS A REFERENCE FOR THIS SURVEY, THE SOUTH RIGHT-OF-WAY LINE OF BOARDWALK PLACE (126TH AVENUE WEST) HAS A BEARING OF N44°53'34"E.
3. COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT.
4. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12103C0191H, CITY OF MADEIRA BEACH, PINELLAS COUNTY, FLORIDA, EFFECTIVE DATE OF AUGUST 24, 2021, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE "AE", WITH A BASE FLOOD ELEVATION OF 11.0 FEET (REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988).
5. THE DESCRIPTION OF THE LAND CONTAINED IN THIS BOUNDARY SURVEY IS BASED ON THE DESCRIPTION RECORDED IN THE WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 17385, PAGE 1387 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. THIS SURVEY DOES NOT HAVE THE BENEFIT OF A CURRENT TITLE COMMITMENT, OPINION, OR ABSTRACT. DURING THE COURSE OF THE SURVEY SOME SEARCHES OF THE PUBLIC RECORDS WERE MADE, BUT THESE SEARCHES WERE NOT EXHAUSTIVE AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR A PROPER TITLE COMMITMENT, OPINION, OR ABSTRACT OBTAINED FROM A TITLE AGENCY OR OTHER TITLE PROFESSIONAL. ENCUMBRANCES SUCH AS EASEMENTS MAY EXIST THAT ARE NOT DEPICTED HEREON.
6. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION, UNLESS ENDING IN "-LY" (NLY, ELY, SLY, WLY) WHICH ARE PERPENDICULAR TIES TO THE BOUNDARY LINE.
7. THE SCOPE OF THIS SURVEY DOES NOT ADDRESS ENVIRONMENTAL MATTERS, JURISDICTIONAL BOUNDARIES SUCH AS WETLANDS, OR HAZARDOUS WASTES CONCERNS SHOULD ANY OF THE FOREGOING EXIST.
8. UNDERGROUND UTILITIES AND FOUNDATIONS WERE NOT LOCATED AS PART OF THIS SURVEY.
9. THIS SURVEY MAP AND REPORT (IF APPLICABLE) OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (IF A HARD COPY), OR THE ADOBE PDF CONTAINING THE ELECTRONIC SIGNATURE HAS NOT BEEN VALIDATED TO BE THE ORIGINAL SIGNED AND SEALED VERSION (IF AN ELECTRONIC FILE). IF AN ELECTRONIC FILE, PRINTED COPIES OF THE SURVEY MAP ARE NOT CONSIDERED TO BE A VALID SIGNED AND SEALED COPY.
10. RECORDING REFERENCES (SUCH AS OFFICIAL RECORDS BOOK AND PAGE, AND PLAT BOOK AND PAGE) SHOWN HEREON, REFER TO DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF PINELLAS COUNTY, FLORIDA.
11. ELEVATIONS SHOWN HEREON ARE PURSUANT TO THE NORTH AMERICAN VERTICAL DATUM OF 1988. THE ORIGINATING BENCHMARK FOR THE ELEVATIONS DEPICTED HEREON IS NATIONAL GEODETIC SURVEY BENCHMARK # "BM NO 5 1951", DESIGNATION: 872 6533 TIDAL 5, SAID POINT HAVING AN ELEVATION OF 6.45 FEET.
12. AERIAL IMAGE DEPICTED HEREON IS DATED 2024 AND WAS PROVIDED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.
13. DISTANCES AND ACREAGES SHOWN HEREON ARE MEASURED IN U.S. SURVEY FEET AND DECIMALS THEREOF. MEASUREMENTS DEPICTED HEREON ARE FIELD DERIVED UNLESS OTHERWISE NOTED.
14. SUBJECT PARCEL CONTAINS: 6,645 SQUARE FEET (0.15 ACRES) MORE OR LESS.
15. ZONING:

    C-1 (JOHN'S PASS VILLAGE ACTIVITY CENTER)
    PER MADEIRA BEACH ZONING & FUTURE LAND USE INTERACTIVE MAP.
    A ZONING LETTER OR REPORT WAS NOT PROVIDED TO THIS FIRM TO VERIFY THE INFORMATION ABOVE.

16. THERE ARE NO DELINEATED PARKING SPACES IN THE SUBJECT PARCEL; THE BRICK PAVER PARKING AREA IN THE FRONT HAS ROOM FOR 11 VEHICLES.
17. NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED DURING THE TIME FIELD WORK WAS PERFORMED ON THE SUBJECT PARCEL.
18. WHILE CONDUCTING RESEARCH ON THE SUBJECT PARCEL, NO PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES WERE FOUND BY THIS SURVEYOR. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK ON THE SUBJECT PARCEL.
19. THIS COMPANY ACCEPTS NO RESPONSIBILITY FOR THE MARKETABLE STATUS OF THIS PROPERTY. THIS PROPERTY IS SUBJECT TO ANY AND/OR ALL CITY, COUNTY, STATE, AND FEDERAL PLANNING AND ZONING REGULATIONS.
20. OWNERSHIP OF FENCES SHOWN HEREON, IF ANY, WAS NOT DETERMINED BY THIS SURVEY. SAID FENCES WERE LOCATED ONLY WHERE DIMENSIONED AND MAY NOT RUN STRAIGHT.

CERTIFIED TO:

HUBBARD'S MARINA

ADDRESS:

112 BOARDWALK PLACE, MADEIRA BEACH, FLORIDA 33708

SURVEYOR'S CERTIFICATE:

I CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.053, FLORIDA ADMINISTRATIVE CODE.

KENNETH C. KOLARIK, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5116

JULY 09, 2026
DATE OF FIELD SURVEY

CFB | KIMLEY-HORN AND ASSOCIATES, INC. | SURVEYING
FLORIDA FIRM NO. LB8498

DATE

REVISIONS

CLIENT: HUBBARD'S MARINA
JOB NO.: SP2026.0231.00
DRAWING DATE: 07/08/2026
DRAWN BY: TLB
FIELD BOOK: VOS-34, PAGE 53
DATE OF SURVEY: 07/07/2026
CHECKED BY: KCK

112 BOARDWALK PLACE, MADERIA BEACH
SECTION 15, TOWNSHIP 31 SOUTH, RANGE 15 EAST
PINELLAS COUNTY, FLORIDA

BOUNDARY & MEAN HIGH WATER SURVEY FOR HUBBARD'S MARINA

SHEET 01 OF 01

SECTION 4 – DESCRIPTION OF PREMISES TO BE LICENSED
TO BE COMPLETED BY THE APPLICANT

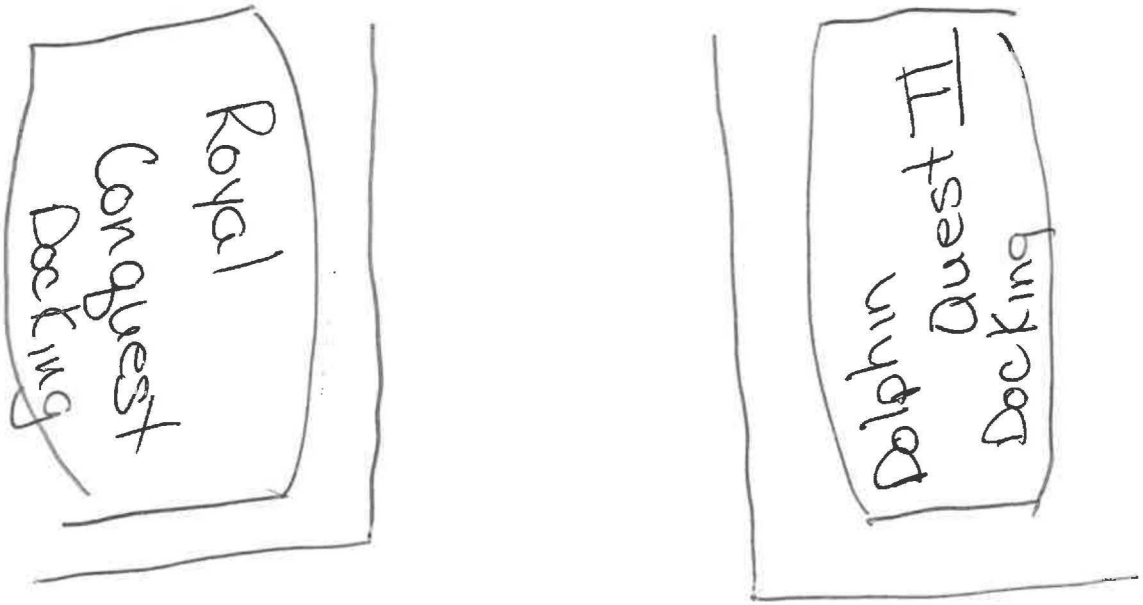
Business Name (D/B/A) Royal Conquest

1.	Yes ■	No □	Is the proposed premises movable or able to be moved?
2.	Yes □	No ■	Is there any access through the premises to any area over which you do not have dominion and control?
3.	Yes □	No ■	Is the business located within a Specialty Center? If yes, check the applicable statute: □ 561.20(2)(b)1, F.S. or □ 561.20(2)(b)2, F.S.
4.	Yes	No ■ ok	Are there any mobile vehicles used to sell or serve alcoholic beverages?
5.	Yes □	No ■	Are there more than 3 separate rooms or enclosures with permanent bars or counters?

Neatly draw a floor plan of the premises in ink, including sidewalks and other outside areas which are contiguous to the premises, walls, doors, counters, sales areas, storage areas, restrooms, bar locations and any other specific areas which are part of the premises sought to be licensed. A multi-story building where the entire building is to be licensed must show the details of each floor.

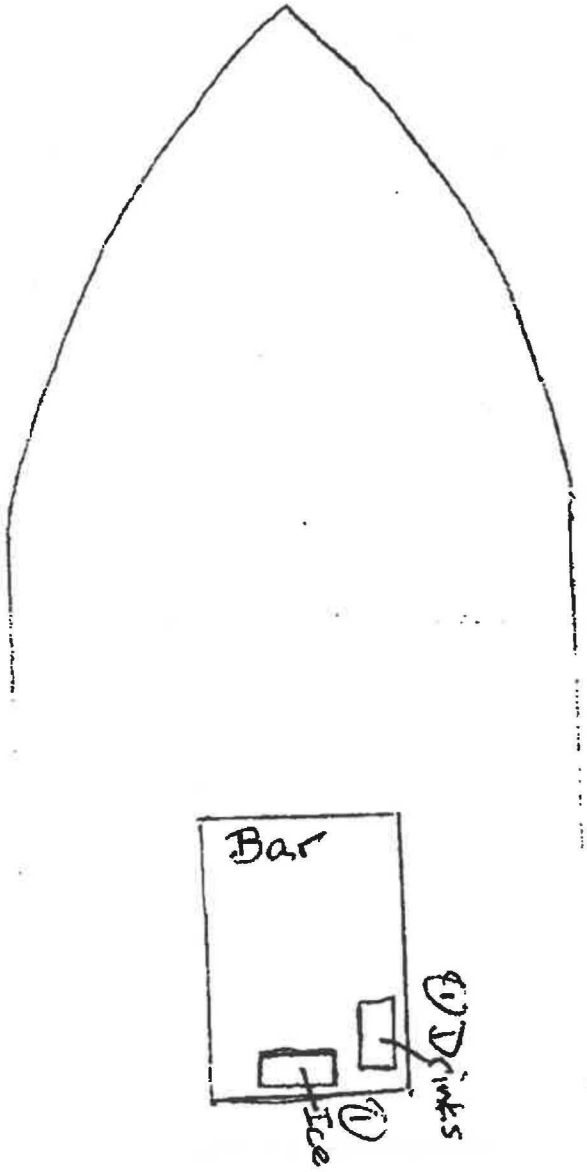
Sketches of Slip + Boat use DOH stuff

New DOR Signoff



Back of 140 Location

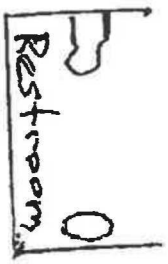
Pirate Ship at Johns Pass Floorplan



Equipment Schedule

1. Drink/Ice Coolers

APPROVED: PINELLAS COUNTY HEALTH DEPARTMENT
FOR BAR USE ONLY WITH PROVISOS
SEE LETTER DATED 5/2/11
SUPERVISOR



Scale:

2 inches = 10 feet

Pirate Ship at Johns Pass
140 Boardwalk Place W.
Madeira Beach, FL 33708

MEMORANDUM

PUBLIC NOTICE

The Board of Commissioners of the City of Madeira Beach will hold a Public Hearing on **August 12, 2026, at 6:00 p.m.**, or as soon thereafter as the matter may be heard, at the Patricia Shontz Commission Chambers at 300 Municipal Drive, Madeira Beach, Florida 33708 to review an application for the approval by the Board of Commissioners of a (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption on the vessel operated by Royal Conquest located at 112 Boardwalk Place, 124 Boardwalk Place, and 140 Boardwalk Place, Madeira Beach, FL 33708. This establishment is located in the C-1, John's Pass Village Activity Center Zoning District and Boardwalk Character District. The future land use designation for the property is Activity Center.

ALCOHOLIC BEVERAGE LICENSE APPLICATIONS # 2026-02

Applicant(s): Florida Fisherman INC

Property Owner(s): J E H Investments LLC

Business Location: 112 Boardwalk Place, 124 Boardwalk Place, and 140 Boardwalk Place Madeira Beach, Florida 33708

Business: Royal Conquest

Application Request: Pursuant to Land Development Code Article VI, Division 6, Alcoholic Beverages, the applicant for ABP 2026-02, is requesting authorization from the Board of Commissioners for the approval of a (2COP) alcoholic beverage license for the sale of beer and wine by the drink or in sealed containers for consumption on the vessel operated by Royal Conquest located at 112 Boardwalk Place, 124 Boardwalk Place and 140 Boardwalk Place, Madeira Beach, FL 33708. This establishment is in the C-1, John's Pass Village Activity Center Zoning District and the Boardwalk Character District. The future land use designation for the property is Activity Center.

Note: You have received this notice, pursuant to City Code Section 110-539, because you are a property owner within 300 feet of the subject property. If you are desirous of voicing approval or disapproval of this application, you may attend the Public Hearing for this application.

A copy of the application is available for inspection in the Community Development Department between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday or at https://madeirabeachfl.gov/plan-review-documents/. If you would like more information

regarding the application, please contact Andrew Morris Long Range Planner at 727-742-3701 or amorris@madeirabeachfl.gov.

Any affected person may become a party to this proceeding and can be entitled to present evidence at the hearing including the sworn testimony of witnesses and relevant exhibits and other documentary evidence and to cross-examine all witnesses by filing the attached Notice of Intent to be a party with the Community Development Department not less than five days prior to commencement of the hearing. The completed form may be emailed or submitted in person to the following:

Community Development Department
300 Municipal Drive
Madeira Beach, FL 33708

Andrew Morris, Long Range Planner
amorris@madeirabeachfl.gov
727-742-3701

Posted:

July 24, 2026, at the Property Site, Gulf Beaches Public Library, City Hall, City of Madeira Beach, and Website Posting Locations.

Note: One or more Elected or Appointed Officials may be in attendance. Any person who decides to appeal any decision of the Board of Commissioners with respect to any matter considered at this meeting will need a record of the proceedings and for such purposes may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The law does not require the City to transcribe verbatim minutes; therefore, the affected party must make the necessary arrangements with a private reporter or private reporting firm and bear the resulting expense. In accordance with Section 286.26, Florida Statutes, persons with disabilities needing special accommodations to participate in this meeting must contact the Community Development Director no later than 48 hours prior to the meeting: (727) 391-9951 or send a written request to planning@madeirabeachfl.gov.

AFFIDAVIT OF MAILING

Date: 7/24/2026

Mailings for Case # ABP-2026-02

STATE OF FLORIDA
COUNTY OF PINELLAS

Before me this day Lisa Shuemark personally appeared. He/she has mailed public notices to property owners within a 300 foot radius of the subject property.

Sworn and subscribed before me this 24th day of July, 2026.

Personally known or produced _____ as identification.

Barbara A Scott
Notary Public

BARBARA A. SCOTT
MY COMMISSION # HH 673664
EXPIRES: May 22, 2029

Notary Public Stamp

7/24/26
Date

*Copy of public notice is attached.

City Of Madeira Beach FLORIDA

AFFIDAVIT OF POSTING

Date: 7/24/2026

Postings for: ABP-2026-08

Before me this day Lisa Scheuerman personally appeared. He/she has posted public notices at the locations indicated in the notice document(s).

Lisa Scheuerman
Signature

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 24th day of July, 2026.

Personally known or produced _____ as identification.

BARBARA A. SCOTT
MY COMMISSION # HH 673664
EXPIRES: May 22, 2029

Barbara A Scott
Notary Public

7/24/26
Date

Notary Public Stamp

*Copy of public notice is attached.

MIKE TWITTY, MAI, CFA
Pinellas County Property Appraiser
www.pcpao.gov **mike@pcpao.gov**

Run Date: 10 Jul 2026
Subject Parcel: 15-31-15-00000-410-1300
Radius: 300 feet
Parcel Count: 19
Total pages: 2

Public information is furnished by the Property Appraiser's Office and must be accepted by the recipient with the understanding that the information received was developed and collected for the purpose of developing a Property Value Roll per Florida Statute. The Pinellas County Property Appraiser's Office makes no warranties, expressed or implied, concerning the accuracy, completeness, reliability or suitability of this information for any other particular use. The Pinellas County Property Appraiser's Office assumes no liability whatsoever associated with the use or misuse of such information.

FL INT IMP FUND TRE
CRITELLI FAMILY LIVING TRUST
8162 TERRACE GARDEN DR N UNIT 102
ST PETERSBURG, FL 33709-1055

FL INT IMP FUND TRE
C/O GARDNER PROPERTIES INC
555 SE ST LUCIE BLVD
STUART, FL 34996-1320

N J E PROPERTIES INC
C/O HAMUY
PO BOX 14433
TALLAHASSEE, FL 32317-4433

N J E PROPERTIES INC
C/O HAMUY
PO BOX 14433
TALLAHASSEE, FL 32317-4433

DE LOSAS PIZZA & RESTAURANT
12800 VILLAGE BLVD
MADEIRA BEACH, FL 33708-2653

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

DE LOSAS PIZZA & RESTAURANT
12800 VILLAGE BLVD
MADEIRA BEACH, FL 33708-2653

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

LUPER REAL ESTATE INC
7262 SAWGRASS POINT DR N
PINELLAS PARK, FL 33782-4202

MADEIRA BEACH, CITY OF
300 MUNICIPAL DR
MADEIRA BEACH, FL 33708-1916

MERMAID HOLDINGS LLC
12831 VILLAGE BLVD
MADEIRA BEACH, FL 33708-2654

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

PERSHING ENTERPRISES LLC
9226 143RD LN
SEMINOLE, FL 33776-1959

JPV RESTAURANT PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

CRITELLI FAMILY LIVING TRUST
8162 TERRACE GARDEN DR N UNIT 102
ST PETERSBURG, FL 33709-1055

JPV HOTEL PROPERTY LLC
101 150TH AVE
ST PETERSBURG, FL 33708-2450

JOHN'S PASS PLAZA LLC
10225 ULMERTON RD STE 12A
LARGO, FL 33771-3520

2026 RESIDENT PARKING PASS REGISTRATION

Back
Plan Review Documents
John's Pass Village Activity Center Plan

Marci Forbes
Director of Community Development
(727) 391-9951
planning@madeirabeachfl.gov
300 Municipal Drive
Monday - Friday
8:30 am - 4:00 pm

Plan Review Documents

Alcoholic Beverage License Public Hearings BOC Regular Meeting August 12, 2026

ABP 2026-01 Florida Fisherman INC

ABP 2026-01 Florida Fisherman INC Application

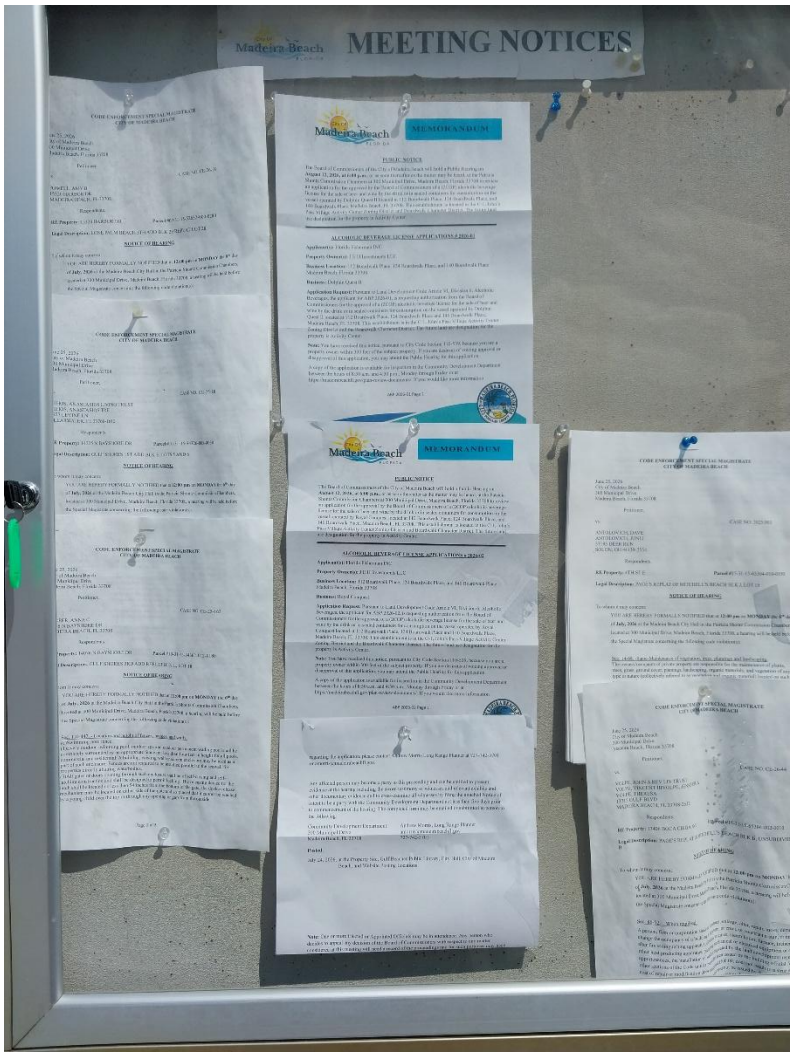
ABP 2026-01 Public Notice

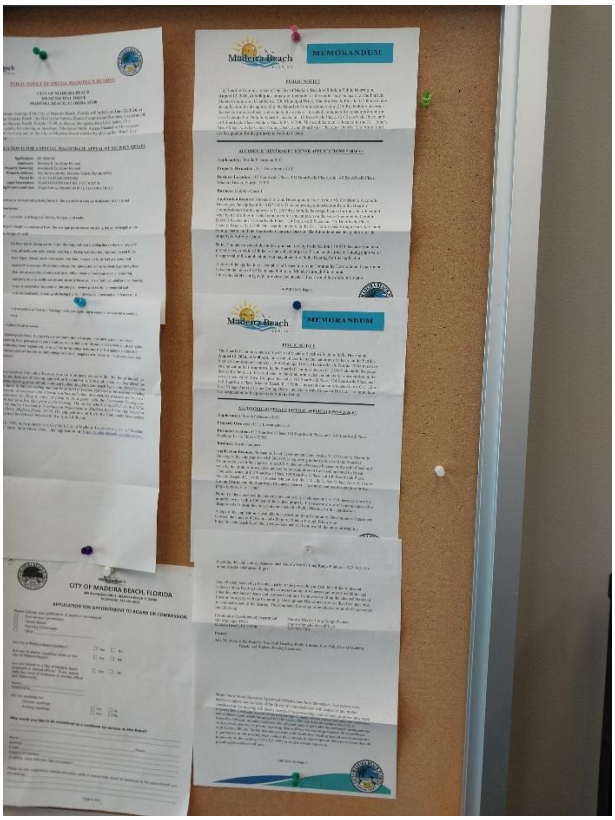
ABP 2026-02 Florida Fisherman INC

ABP 2026-02 Florida Fisherman INC Application

ABP 2026-02 Public Notice

Special Magistrate Variance and Administrative Appeal




Madeira Beach
MEMORANDUM
Madeira Beach
MEMORANDUM
CITY OF MADEIRA BEACH, FLORIDA

NOTICE OF PUBLIC HEARING
APPLICATION NO.: ABP 2024-01
REQUEST: Approval of alcoholic beverage license to sell beer + wine aboard vessel the Royal Empress
PROPERTY DESCRIPTION: Dolphin Quest II 134 + 140 Boardwalk PI
HEARING DATE & TIME: August 12, 2024 @ 6:00 PM
HEARING LOCATION: COMMISSION CHAMBERS, MADEIRA BEACH CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.
THE PROJECT FILE IS AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS IN THE COMMUNITY DEVELOPMENT DEPARTMENT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708 OR CALL 727-391-9951 FOR MORE INFORMATION
NOTICE OF PUBLIC HEARING
APPLICATION NO.: ABP 2024-02
REQUEST: Approval of alcoholic beverage license to sell beer + wine aboard vessel the Royal Empress
PROPERTY DESCRIPTION: Dolphin Quest II 134 + 140 Boardwalk PI
HEARING DATE & TIME: August 12, 2024 @ 6:00 PM
HEARING LOCATION: COMMISSION CHAMBERS, MADEIRA BEACH CITY HALL, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708.
THE PROJECT FILE IS AVAILABLE FOR PUBLIC REVIEW DURING NORMAL BUSINESS HOURS IN THE COMMUNITY DEVELOPMENT DEPARTMENT 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708 OR CALL 727-391-9951 FOR MORE INFORMATION

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Michael Helfrich, City Manager

FROM: Clint Belk, Fire Chief
Marci Forbes, Community Development Director

DATE: August 12, 2026

RE: Approval of AirDNA Software Purchase

Background

AirDNA is a software platform that provides short-term vacation rental (STVR) data and analytics by aggregating information from multiple sources. The software enables staff to efficiently and accurately identify short-term vacation rental properties throughout the community.

The platform supports the City's efforts to conduct fire and life safety inspections as required by Florida law, improve code compliance enforcement through Community Development, and identify unauthorized STVRs operating in areas where such uses are not permitted by zoning regulations.

Fiscal Impact

The cost of the 12-month AirDNA software subscription is $22,500**.** The expense will be shared between the Fire Department and the Community Development Department.

Recommendation

Staff recommends approval of the 12- month subscription agreement with Airdna, LLC

Attachment(s): AirDNA Software Subscription Agreement

City of Madeira Beach- PPD Monthly - 12 Months

City of Madeira Beach

300 Municipal Drive

Madeira Beach, FL 33708

United States

Mike Helfrich

mhelfrich@madeirabeachfl.gov

Airdna, LLC (Licensor)

1321 15th Street

Denver, CO 80202

United States

Prepared by: Amanda Norton

amanda.norton@airdna.co

Reference: 20260626-112246971

Quote created: June 26, 2026

Quote expires: August 13, 2026

Order Information

Terms of this Order Form: 12 months ("Initial Term")

Subscription Term Start Date: August 13, 2026 ("Effective Date")

The Parties agree that this Agreement is in full force and effect as of the date of its signature and the Effective Date of the subscription will be: August 13, 2026.

Payment Terms

Billing Period: Annually

Billing Method: Invoice - Bank transfer/ACH

Payment Terms: Net 30

Method of Payment: Invoice - Bank transfer/ACH

Currency: USD

Subscription Products ("Data Services")

PRODUCTS & SERVICES	GEOGRAPHY	QUANTITY	PRICE	DISCOUNT	PRE-TAX T AMOUNT
PPD		1	$22,500.00 / year for 1 year		$22,500.00 / year

Pre-Tax Total	**$22,500.00 / year**

Applicable sales tax, VAT, or similar indirect taxes will be added to Customer's invoices and are payable in addition to the subscription fees, based on the Company's tax registration status and applicable laws at the time of invoicing, which may be subject to change.

Purchase Terms

Airdna, LLC ("AirDNA") Data Services provided under this Order Form are governed by the Terms of Service available at https://www.airdna.co/legal/enterprise-terms-of-service, which are incorporated into this Order Form. The Terms of Service apply to Customer to the extent the specific Data Service is included in this Order Form. No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both Parties.

Permitted Use

Customer shall only use the Data Services for internal business purposes and in accordance with the provisions in the Terms of Service referenced above (the "Permitted Use"). This means no Derivative products are permitted to include AirDNA Data Services unless agreed in writing by both Parties, nor is the resale or use by any business other than the Customer signing this Order Form. This restriction includes affiliate companies.

Login credentials cannot be shared or used by more than one individual authorized user. Each user account must be associated with an individual user's email and cannot be shared. Generic or shared emails cannot be used for accounts.

Subscription Renewal

Customer acknowledges and agrees that, in order to ensure that Customer does not experience any interruption or loss of service, the Agreement will automatically renew for a period equal in time to the original subscription period ("Initial Term"), unless Customer gives AirDNA written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). At the time of renewal, a 10% increase to the Fees will be applied. Notice of non-renewal shall be emailed to am@airdna.co. Accordingly, upon the Renewal Term, AirDNA will automatically charge Customer the applicable Fees for the Renewal Term, using the same Billing Period, Billing Method, and Payment Terms established herein.

Delivery Information

Delivery Schedule: Monthly

Negotiated Exceptions to the Terms of Services

No exceptions to the Terms of Services

Signature

I HEREBY REPRESENT THAT: (I) I AM AN AUTHORIZED SIGNATORY FOR CUSTOMER; (II) I HAVE READ AND AGREED TO THE TERMS OF THIS ORDER FORM; AND (III) BY SIGNING THIS ORDER FORM, I AM ENTERING INTO A LEGALLY BINDING CONTRACT.

Mike Helfrich
mhelfrich@madeirabeachfl.gov

[sig|reqsigner1]

Valerie Taylor
valerie.taylor@airdna.co

[sig|reqsigner2]

AIRDNA adapt Meet AirDNA Adapt. Pricing built on the data you already trust

Enterprise Terms of Service

Last updated on March 17, 2026.

These Terms of Service (“**Terms**”) are a legal agreement by and between Customer (“**Customer**” or “**Licensee**”) and AirDNA, LLC, a California limited liability company, with offices located at 1321 15th Street Denver, CO 80202 (hereinafter “**AirDNA**” or "**Licensor**"), each a “**Party**” and collectively referred to herein as the “**Parties**”, together with any and all applicable Order Forms, exhibits, and/or schedules (collectively, the “**Agreement**”), and govern your access and/or use of the Site and the Data Services, including (without limitation) all websites, mobile applications and other interactive properties through which such services are delivered by AirDNA (collectively, the “**Data Services**”).

1. License

1.1. Data Services. AirDNA provides short-term rental data gathered from different sources and data analytics tools to explore high-level market performance and understand property earning potential (hereinafter referred to as “**Data Services**”). Subject to the applicable Order Form, the Data Services may also include access to AirDNA’s proprietary software platform located at ttps://app.airdna.co/data/login (the “**Site**”).

1.2. License Grant. Subject to Licensee's payment of the applicable Fees and compliance with all other terms and conditions of the Agreement, Licensor hereby grants Licensee a worldwide non-exclusive, non-sublicensable, and non-transferable right to use the Site and the Data Services during the Term of the Agreement solely for the Permitted Use set forth hereunder and in the applicable Order Form. The total number of users/amount of usage by the Licensee will not exceed the limits set forth in the Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees.

1.3. Use Restrictions. Licensee shall only use the Data Services for internal business purposes and in accordance with the provisions in this Section, or the applicable Order Form (the “**Permitted Use**”). Any purpose or use not specifically authorized herein is prohibited unless otherwise agreed to in writing by

Licensor. Without limiting the foregoing and except as otherwise expressly set forth in these Terms o Order Form, Licensee shall not at any time, directly or indirectly:

(i) license, sublicense, sell, resell, transfer, assign, disclose, distribute, or otherwise commercially exploit or make the Data Services available to any third party in any way (unless Licensor has provided prior written consent);

(ii) disassemble, decompile, reverse engineer, or otherwise attempt to access or derive source code or other trade secrets from the Site and/or the Data Services, or modify, make derivative works based upon, copy, or otherwise use any ideas, features, functions, or graphics of the Site and/or the Data Services in order to (a) build a similar or competitive product or service or (b) build a product using similar features, functions, or graphics of the Site and/or Data Services.

(iii) modify, remove, or obstruct any proprietary rights statement or notice contained in the Site and/or Data Services;

(iv) “crawl”, “scrape”, or “spider” the Site or any portion thereof (including any and all data contained therein) (through use of manual or automated means); engage in "deep linking" or make use of data mining, robots, or similar scraping and/or data gathering and extraction tools on the Site;

(v) download or copy database or account information for the benefit of another business or any other unauthorized third party;

(vi) attempt to gain unauthorized access to the Site and/or Data Services or its related systems or networks;

(vii) use the Site and/or Data Services in violation of this Agreement;

(viii) impersonate a User, share passwords, or provide false identity information to access or use the Site and/or Data Services; or

(ix) use the Site and/or Data Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; or

(x) use any content of the Data Services for the training of AI/Machine Learning/Generative AI tools; or

(xi) use the Site and/or Data Services in any way that interferes with the operation of the Site and/or Data Services or the enjoyment thereof by other users.

1.4 Intentionally deleted.

2. Fees and Payment

2.1. Fees. Licensee shall pay Licensor the fees ("**Fees**") set forth in the Order Form without offset or deduction. Licensee shall make all payments in the currency referred to in the Order Form on or before the due date set forth therein. Payment obligations hereunder are non-cancelable, and Fees paid are non-refundable. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Licensor may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) Licensee shall reimburse Licensor for all reasonable costs incurred by Licensor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days following written notice thereof, Licensor may prohibit access to the Site and/or Data Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Licensee or any other person by reason of such prohibition of access.

2.2. Taxes. All Fees and other amounts payable by Licensee under the Order Form are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on Licensor's income. If Licensee is exempt from payment of any taxes, it must provide Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

2.3. API Billing and Overages. In the event that your subscription includes access to our application programming interfaces ("**API**") the following terms apply. Each API call is a "**Billing Unit**" representing a page of up to 25 results, charged as a full unit even if the page contains fewer than 25 results. Customers are billed based on the number of Billing Units retrieved, with each API call incurring a charge equivalent to one Billing Unit, as detailed in the Order Form. There are no pro-rata adjustments for pages with less than 25 results. Total charges are calculated by multiplying the accessed Billing Units during the billing period by the per-unit rate in the Order Form. Annual billing applies for API access fees, with monthly billing for API calls exceeding any included allowance, following the standard payment terms outlined in the Order Form. If Licensee exceeds the pre-agreed number of Billing Units, additional units are billed at the specified overage rate, and Licensee may request a new contract within the current period to increase their monthly commitment for a minimum term of 12 months. A new contract is not available to reduce minimum spend until the end of the Initial Term.

2.4. Auditing Rights and Required Records. Licensee agrees to maintain complete and accurate records (with respect to matters necessary for accurately determining amounts due hereunder) in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of the Agreement. Licensor may, at its own expense, on reasonable prior notice, periodically inspect and audit Licensee's relevant records with respect to amounts due under the Agreement, provided that if such inspection and audit reveals that Licensee has underpaid Licensor with

respect to any amounts due and payable during the Term, Licensee shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 2.1. Licensee shall pay for the costs of the audit if the audit determines that Licensee's underpayment equals or exceeds twenty per cent (20%) of the amount due for any quarter. Such inspection and auditing rights will extend throughout the Term of the Agreement and continue for a period of two (2) years after the termination or expiration of the Agreement.

3. Confidential Information

3.1. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that is marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Without limiting the foregoing, for purposes of these Terms, the Data Services will be deemed Confidential Information of Licensor. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. However, the receiving Party remains liable to the disclosing Party for its employee’s non-compliance with the confidentiality obligations established herein. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law. Upon the termination of the Agreement, each Party must return or destroy the other Party’s Confidential Information upon request.

3.2. Exceptions. Confidential Information does not include information that: (i) at the time of disclosure is in the public domain; (ii) known to the receiving Party at the time of disclosure; (iii) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the receiving Party without use of or reference to Confidential Information.

3.3 Misuse or Compelled Disclosure. Either Party shall promptly notify the other Party of any misuse or misappropriation of Confidential Information that comes to its attention. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making any such disclosure shall first have given written notice to the other Party and reasonably cooperate in any effort to seek a protective order or otherwise to contest such required disclosure.

4. Intellectual Property

4.1 AirDNA Intellectual Property. Customer acknowledges that AirDNA owns and retains all right, title, and interest, including all intellectual property rights, in and to the Site and the Data Services. Customer further acknowledges that: (i) the Data Services are an original compilation protected by United States copyright laws; (ii) AirDNA has dedicated substantial resources to collect, manage, and compile the Data Services; and (iii) the Data Services constitute trade secrets of AirDNA. Customer acknowledges and agrees that it will be considered a material breach by Customer under these Terms if Customer contests any of AirDNA's right, title, or interest in or to the Data Services, including without limitation, in a judicial proceeding anywhere throughout the world.

4.2 Customer Intellectual Property. Customer retains all right, title, and interest in and to all information, files or other materials and content that Customer makes available to AirDNA in connection with Customer's use of the Data Services (the "**Customer Data**"). Customer grants to AirDNA the necessary licenses and rights to Customer Data solely as necessary for AirDNA to provide the Data Services to Customer and to improve the Data Services. AirDNA will not use or access any Customer Data except as necessary to provide the Data Services and improve the Data Services. Notwithstanding the foregoing, AirDNA may use, reproduce and disclose Customer Data that is anonymized, de-identified, or is otherwise not reasonably associated or linked to Customer or any other identifiable individual person or entity for any purpose consistent with AirDNA's policies and applicable law. Additionally, during the Term of this Agreement, Customer grants AirDNA a non-exclusive, non-transferable, revocable license to use Customer's name and logo to identify Customer as a subscriber of the Data Services.

4.3 Site Data. In the course of providing the Data Services, AirDNA may collect statistical data and performance information, analytics, meta-data or similar information, generated through instrumentation and logging systems, regarding the operation of the Site and Data Services, including Customer's use of the Data Services (the "**Site Data**"). Nothing in the Agreement shall restrict AirDNA's right to collect Site Data or to use it for any internal business purpose, including but not limited to billing, operational excellence, and quality assurance, provided however, that (i) Site Data will not include any Customer Data, and (ii) AirDNA will not disclose Site Data to any third party in a manner that allows such third party to identify Customer, other than AirDNA's employees, agents or service providers who are subject to obligations of confidentiality with respect to such Site Data.

4.4 Feedback. Customer may, from time to time, provide AirDNA with ideas, suggestions, feedback, recommendations or improvements pertaining to the Data Services (collectively, "**Feedback**"). Customer hereby grants AirDNA a non-exclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to AirDNA on an "as-is" basis without warranties of any kind.

5. Artificial Intelligence; Use of Data

5.1 Definitions.

5.1.1. "AI Features" means features of the Data Services that make use of an AI System.

5.1.2."AI System" means any software, model, tool, or service that uses machine learning, deep learning, generative AI, large language models, vector databases, embeddings, or similar techniques for training, fine-tuning, inference, or other automated processing.

5.1.3. "AirDNA Content" means the Data Services, the Site, APIs, underlying datasets and compilations, documentation, data outputs, reports, analytics, and any other content or materials provided or made available by AirDNA, including any derivatives thereof.

5.2 AI Features. From time to time, the Data Services may include features that use artificial "AI Features. AI Features may be provided by AirDNA and/or by third-party providers integrated into the Data Services. AirDNA does not guarantee the availability or performance of any AI Features and may modify, suspend, or discontinue any AI Feature at any time without liability. AI Features are experimental and provided "AS IS" and "AS AVAILABLE," without warranties of any kind, and subject to the disclaimers in Section 6.5.

5.3 AirDNA Use of Customer Data for AI. Notwithstanding anything to the contrary, Customer grants AirDNA a non-exclusive, worldwide, royalty-free right and license during the Term to access, use, process, analyze, and input Customer Data into AI Systems operated by or on behalf of AirDNA (including by AirDNA subprocessors under confidentiality obligations) for the purpose of providing, operating, maintaining, securing, supporting, and improving the Data Services and related models, features, and functionalities. AirDNA's use of any Customer Personal Data will be in accordance with the DPA and applicable law. To the extent reasonably feasible, AirDNA will use Customer Data in de-identified and/or aggregated form for model training or improvement. This Section does not transfer ownership of Customer Data and does not permit AirDNA to disclose Customer Confidential Information to third parties except as allowed under these Terms.

5.4 Prohibition on Customer AI Use of AirDNA Content. Customer shall not, and shall not permit any third party to:

5.4.1. use, input, upload, expose, or otherwise make available any AirDNA Content to any AI System for the purposes of training, fine-tuning, benchmarking, or improving such AI System (including creation of embeddings or vectorization for reuse beyond transient on-device processing);

5.4.2. use any AirDNA Content as prompts or inputs to any third-party AI System unless such system (A) does not retain, train on, or otherwise use the inputs or outputs to improve its or any third party's models, and (B) is configured with all available " no train," "do not retain," or equivalent settings;

5.4.3. authorize any AI System provider to cache or reuse AirDNA Content or outputs derived therefr beyond what is strictly necessary to provide the immediate requested inference for Customer's internal use; or

5.4.4. circumvent or remove any technical measures intended to prevent AI training or automated scraping of AirDNA Content.

5.5 Outputs and Derivatives. Any outputs generated by an AI System using AirDNA Content, or that are substantially based on AirDNA Content, remain subject to the restrictions and license scope in these Terms and may not be used to create any substitute or competitive product or dataset, nor to train, fine-tune, or improve any AI System.

5.6 No Conflict; Enforcement. This Section supplements and does not limit the restrictions in Section 1.3. Any breach of this Section will be deemed a breach of Section 1.3 and may result in immediate suspension or termination under Section 9.3 and equitable relief under Section 13.11. Customer shall flow down the obligations of this Section to its users, contractors, and affiliates with access to AirDNA Content.

6. Warranties; Disclaimers.

6.1 Mutual Warranties. Each Party's signatory represents and warrants that it has the legal power and authority to enter into the Agreement. Additionally, each Party represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under the Agreement.

6.2 Anti-Money Laundering. The Parties represent, warrant and undertake to each other on a continuous basis that they shall comply with all applicable anti-money laundering laws, rules, and regulations, and, to the best of their knowledge, no such action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator is pending. In addition, the Parties represent, warrant and undertake to each other on a continuous basis that they shall each respectively take no action which would subject the other to fines or penalties under such laws, regulations, rules or requirements.

6.3 Anti-Corruption. Customer acknowledges it has not received or been offered any illegal or otherwise improper bribe, kickback, payment, gift or other thing of value by any AirDNA employee, representative or agent in connection with the Agreement, and shall comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption (as such statutory provisions are amended from time to time). Customer will promptly notify AirDNA's Legal Department at (legal@airdna.co) if Customer becomes aware of any circumstances that are contrary to this acknowledgment.

6.4 Export Compliance. Customer shall comply fully with all applicable export laws and regulations the United States and any other relevant jurisdiction ("**Export Laws**") to ensure that the Data Services and any related content, methodologies, documentation, or deliverables, are not (a) exported, directly or indirectly, in violation of the Export Laws or (b) used for any purpose prohibited by the Export Laws. Customer represents and warrants that it is not listed on any U.S. or other government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government export control embargo or economic sanctions. The license granted to Customer is subject to Customer's compliance with this Section.

6.5 Disclaimer. THE SITE AND THE DATA SERVICES ARE PROVIDED "AS IS" AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. LICENSOR MAKES NO WARRANTY OF ANY KIND THAT THE SITE AND THE DATA SERVICES, OR ANY PRODUCTS OR RESULTS OF ITS USE, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6.6 Disclaimer for Data Accuracy. Licensor explicitly assumes no liability for the quality, accuracy, completeness, or validity of the short-term rental data contained in its Data Services as such data is compiled from a number of data sources and is entered in the corresponding websites by third parties outside AirDNA's control. The Licensee acknowledges this disclaimer and waives any legal claims for damages if the data in the Data Services ultimately is proved inaccurate or incorrect.

6.7 Disclaimer for Owner Contact Data. IF YOU PURCHASE OWNER CONTACT DATA, IN ADDITION TO ANY OTHER DISCLAIMERS CONTAINED IN THESE TERMS, OWNER CONTACT DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, COMPLETENESS, LEGALITY, RELIABILITY, OR SUITABILITY OF THE OWNER CONTACT DATA FOR ANY PURPOSE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE INDIVIDUALS WHOSE INFORMATION IS INCLUDED IN THE OWNER CONTACT DATA HAVE CONSENTED TO THE COLLECTION, SALE, OR USE OF THEIR PERSONAL INFORMATION, OR THAT THE THIRD-PARTY PROVIDERS FROM WHOM LICENSOR OBTAINS SUCH DATA HAVE COMPLIED WITH APPLICABLE DATA PRIVACY LAWS. LICENSEE ACKNOWLEDGES THAT IT USES THE OWNER CONTACT DATA AT ITS OWN RISK AND ASSUMES ALL LIABILITY ARISING FROM SUCH USE.

7. Indemnification

7.1 Licensor Indemnification. Licensor shall indemnify, defend, and hold harmless Licensee from and against any and all losses, damages, liabilities, or costs (including reasonable attorneys' fees) ("**Losses**") incurred by Licensee, resulting from any third party claim, suit, action, or proceeding ("**Third-Party Claim**") alleging that Licensee's Permitted Use of the Data Services infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Licensee promptly notifies Licensor in writing of the claim, cooperates with Licensor, and allows Licensor sole authority to control the defense and settlement of such claim.

7.1.1. If such a claim is made or appears possible, Licensee agrees to permit Licensor, at Licensor's sole discretion, to (i) modify or replace any such infringing part or feature of the Data Services to make it non-infringing, or (ii) obtain rights to continue use. If Licensor determines that none of these alternatives are reasonably available, Licensor may terminate the Agreement in its entirety or with respect to the affected part or feature of the Data Services, effective immediately on written notice to Licensee.

7.1.2. This Section 7.1 will not apply to the extent that the alleged infringement arises from (i) use of the Data Services in combination with data, software, hardware, equipment, or technology not provided by Licensor or authorized by Licensor in writing or (ii) Licensee's violation of Section 1.3 of these Terms.

7.2 Intentionally deleted.

7.3 Indemnification Conditions. The Parties' obligations under this Section 7 are contingent upon the indemnified Party giving prompt written notice to the indemnifying Party of any claim subject to indemnification and giving the indemnifying Party sole control of the defense or settlement of the claim. The indemnifying Party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of the indemnified Party or imposes additional obligations on the indemnified Party, without the prior express written consent of the indemnified Party.

7.4 Intentionally deleted.

8. Limitations of Liability

IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, (ii) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS, (iii) LOSS OF GOODWILL OR REPUTATION, (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA OR BREACH OF DATA

OR SYSTEM SECURITY, OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDL OF WHETHER LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH SUCH CLAIM OR CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION APPLIES EVEN IF A PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

9. Term and Termination

9.1 Term. Unless otherwise specified in the applicable Order Form, the Agreement begins on the Effective Date stated in the Order Form and, unless terminated earlier pursuant to Section 9.3 of these Terms, will continue in effect for twelve (12) months ("**Initial Term**").

9.2 Intentionally deleted.

9.3 Termination for cause. In addition to any other express termination right set forth herein:

9.3.1. Licensor may terminate the Agreement, effective upon written notice to Licensee, if Licensee:

9.3.1.1. fails to pay any amount when due hereunder, and such failure continues more than 30 days after Licensor's delivery of written notice thereof; or

9.3.1.2. breaches any of its obligations under Section 1.3 or 3. For the avoidance of doubt, AirDNA reserves the right to terminate any subscription for cause if it detects any inappropriate or unauthorized usage or if, in AirDNA's sole opinion, they are abusing the AirDNA Site and/or Data Services.

9.3.2. Either Party may terminate the Agreement if the other Party materially breaches any of its duties, obligations or responsibilities under the Agreement and fails to cure such breach within thirty (30) days after receiving written notice by the non-breaching Party specifying the breach.

9.3.3. Either Party may terminate the Agreement, effective immediately upon written notice, if the other Party:

9.3.3.1. becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;

9.3.3.2. files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;

9.3.3.3. makes or seeks to make a general assignment for the benefit of its creditors; or

9.3.3.4. applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by ord of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.4 Effect of Expiration or Termination. Upon expiration or termination of the Agreement, the license granted herein will also terminate, and, without limiting Licensee's obligations under Section 3, Licensee shall cease using and delete, destroy, or return all copies of the data comprised in the Data Services and certify such deletion in writing to Licensor. Termination or expiration of the Agreement shall not affect any obligation accrued or arising prior to such termination or expiration, including payment obligations.

9.5 Survival. Any rights, obligations, or required performance of the Parties in the Agreement which, by their express terms or nature and context are intended to survive termination or expiration of the Agreement, will survive any such termination or expiration, including the rights and obligations set forth in this Section and Sections 2, 3, 4, 6, 7, 8 and 13.

10. Personal Data Protection

Each Party will process Personal Data in accordance with the data processing addendum ("**DPA**") available at https://www.airdna.co/legal/dpa, which is incorporated into the Agreement ("**Personal Data**" shall have the meaning ascribed to it in Regulation (EU) 2016/679). Whenever AirDNA processes Customer Personal Data, the relevant Privacy Policy (https://www.airdna.co/privacy-policy), and/or Cookie Policy applies (https://www.airdna.co/cookie_policy). The Parties acknowledge and agree that the DPA will apply only to the extent Data Protection Laws and Regulations apply to the Agreement, as those terms are defined in the DPA.

11. Data Delivery and Deletion

11.1 Data Delivery. Where applicable, and subject to the specific provisions contained in Customer's Order Form, AirDNA will deliver the data reports comprised in the Data Services electronically, on tangible media, or by other means, in AirDNA's sole discretion, according to the delivery schedule terms agreed to in the applicable Order Form.

11.2 Data. Where applicable, and subject to the specific provisions contained in Customer's Order Form, AirDNA will deliver the data reports comprised in the Data Services within forty-eight (48) hours of Customer's payment of the applicable Fees.

12. API Access and Usage

12.1 In the event that your subscription includes access to our API, AirDNA will provide Customer with an API access token within three (3) business days of the Effective Date.

12.2 In the event that your subscription includes access to our API, Customer acknowledges and agrees that it will not:

12.2.1. access AirDNA APIs in violation of any law or regulation;

12.2.2. access AirDNA APIs in any manner that (i) compromises, breaks or circumvents any of our technical processes or security measures associated with the Data Services, (ii) poses a security vulnerability to customers or users of the Data Services, or (iii) tests the vulnerability of our systems or networks;

12.2.3. access AirDNA APIs in order to replicate or compete with the Data Services;

12.2.4. attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how of AirDNA APIs; or

12.2.5. attempt to use AirDNA APIs in a manner that constitutes excessive or abusive usage.

12.3 In the event that your subscription includes access to our API and the creation of a derivative product previously authorized in writing by AirDNA, and which is made available externally, all such uses of our API must cite the source of the data with“Powered by AirDNA” and include a hyperlink to AirDNA’s homepage: https://www.airdna.co.

13. Miscellaneous

13.1 Entire Understanding. The Agreement (including these Terms and all Order Forms, and any other exhibits, and/or schedules, which are incorporated by reference) constitutes the entire agreement between the Parties as to its subject matter, and supersedes all prior and contemporaneous understandings, proposals, negotiations, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the aforementioned documents, the following order of precedence governs: (i) first, these Terms; (ii) second, the Order Form.

13.2 Relationship of Parties. The Parties are independent contractors and will have no right to assume or create any obligation or responsibility on behalf of the other Party. Neither Party shall hold itself out as an agent of the other Party. These Terms will not be construed to create or imply any partnership, agency, joint venture or formal business entity of any kind.

13.3. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth in the Order Form (or to such other address that may be designated by each Party from time to time in accordance with this Section).

13.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached these Terms, for any failure or delay in performing its obligations hereunder, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond a Party's reasonable control, including, without limitation, the following force majeure events: (i) acts of God; (ii) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as pandemics or epidemics, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of these terms; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortage of adequate power or transportation facilities; (ix) significant interruption or elimination of data sources; and (x) other similar events beyond the reasonable control of a Party.

13.5 Amendments and Modifications. AirDNA reserves the right to periodically update these Terms and will provide written notice to the Customer of any adverse material changes. Changes may be done automatically for the purpose of improving, enhancing or de-bugging versions of the Site or other aspects of the Data Services, and any other, non-material change, will be effective upon the “last updated” date stated at the top of these Terms. Customer’s continued use of the Site and/or the Data Services following any such changes will constitute acceptance of the new terms. AirDNA reserves the right to upgrade, update or discontinue any aspect or feature of the Data Services in whole or in part; provided, however, that if AirDNA discontinues a material feature of the Data Services entirely, then AirDNA will provide Customer with an alternative or replacement feature. No amendment to or modification of an Order Form will be effective unless it is in writing and signed by an authorized representative of each Party.

13.6 Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

13.7 Severability. If any provision of these terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify these terms so as to effect the original intent of the Parties as closely

as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.8 Governing Law; Submission to Jurisdiction. The Agreement is governed by and construed in accordance with the laws of the State of Colorado without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Colorado. Subject to Section 13.9 hereto, any legal suit, action, or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Colorado, in each case located in the city of Denver and County of Denver, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13.9 Arbitration. All claims, disputes or causes of action under $10,000 USD between AirDNA and Customer relating to or arising from this Agreement shall be resolved by mandatory, binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("**AAA**"), which must be commenced within one (1) year after such claim, dispute or cause of action arises. The arbitration shall be conducted in Denver, Colorado, and the Federal Arbitration Act, and not any state law concerning arbitration, shall apply. The arbitration award shall be final and exclusive, and the prevailing party in the arbitration may file an action in court to confirm and to enforce the arbitration award. Should either Party pursue any other judicial or administrative action with respect to any matter included within the scope of this binding arbitration provision, the responding Party will be entitled to recover its costs, expenses and attorneys' fees incurred as a result of such action. Further, any and all disputes, claims and causes of action arising out of or connected with this Agreement, will be resolved individually, without resort to any form of class action.

13.10 Assignment. Licensee may not assign or transfer any of its rights or delegate any of its obligations in the Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. These Terms and the Agreement are binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

13.11 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 3 or, in the case of Licensee, Section 1.3 would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

13.12 Immigration Compliance; E-Verify. AirDNA acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. AirDNA's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. AirDNA shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement and shall require the same verification procedure of any Subcontractors authorized by the Customer.

Pursuant to Florida Statutes § 448.095(2), beginning January 1, 2021, AirDNA shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. AirDNA's contract with Customer cannot be renewed unless, at the time of renewal, AirDNA certifies in writing to the Customer that it has registered with and uses the E-Verify system. If AirDNA enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide AirDNA with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and AirDNA shall maintain a copy of such affidavit for the duration of the contract. If AirDNA develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) AirDNA shall terminate the contract with the subcontractor. If the Customer develops a good faith belief that AirDNA has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Customer shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

13.13 Pursuant to Florida Statutes § 287.135, AirDNA is not eligible to enter into, or renew, this Agreement if:

(i) AirDNA is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) AirDNA engages in business operations in Cuba or Syria; or

(iii) AirDNA is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, AirDNA certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of

Israel. AirDNA acknowledges that it will execute a certification to this effect at the time it executes th Agreement.

AirDNA shall notify the Customer if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by AirDNA to the Customer within ten (10) days of the date of such occurrence.

In the event the Customer determines, using credible information available to the public, that AirDNA has submitted a false certification or that it is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Customer may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against AirDNA, pursuant to Florida Statutes § 287.135. In addition, the Customer may pursue any and all other legal remedies against AirDNA.

13.14 AirDNA shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the AirDNA shall:

(a) Keep and maintain public records required by the Customer to perform the services provided hereunder.
(b) Upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if AirDNA does not transfer the records to the Customer.
(d) Upon completion of the Agreement, transfer, at no cost, to the Customer all public records in the possession of AirDNA or keep and maintain public records required by the Customer to perform the service. If AirDNA transfers all public records to the Customer upon completion of the Agreement, AirDNA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If AirDNA keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

If AirDNA fails to comply with these requirements, the Customer may enforce these provisions in accordance with the terms of this Agreement. If AirDNA fails to provide the public records to the Customer within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF AIRDNA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, T AIRDNA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, AIRDNA SHOULD CONTACT THE CUSTOMER'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (727-391-9951), E-MAIL (CVANBLARGAN@MADEIRABEACHFL.GOV, OR MAIL (CITY OF MADEIRA BEACH, OFFICE OF THE CITY CLERK, 300 MUNICIPAL DRIVE, MADEIRA BEACH, FL 33708).

MEMORANDUM

TO: Hon. Mayor and Board of Commissioners

THROUGH: Mike Helfrich, City Manager

FROM: Clint Belk, Fire Chief

DATE: August 12, 2026

RE: Revision to the Redington EMS Station Funding Agreement

Background

Pinellas County and the Redington Beach communities have identified the need for a new Emergency Medical Services (EMS) station to serve the Redington Beaches and Madeira Beach. The Madeira Beach Fire Department currently provides fire rescue services to the three neighboring communities and operates under contract with Pinellas County for EMS services. Upon completion, the City of Madeira Beach, through the Madeira Beach Fire Department, will staff the Redington Beach EMS Station and serve as the EMS provider for the area.

On April 24, 2024, the Board of County Commissioners (BOC) approved the original agreement. The agreement presented for approval today contains the same terms and conditions as the previously approved agreement. The only revision is located on Page 3**,** which reflects updates to the signature page.

Fiscal Impact

Pinellas County will continue to provide funding assistance for the construction of the new EMS station through the Penny for Pinellas Local Option Infrastructure Sales Tax program. There are no changes to the fiscal impact associated with this revised agreement.

Recommendation

Staff recommends that the Redington Beaches EMS Station Funding Agreement be approved.

Attachment(s):

Redington Beaches EMS Station Funding Agreement

AMENDMENT 1
TO THE
REDINGTON BEACHES EMS STATION FUNDING AGREEMENT

This Amendment 1 to the REDINGTON BEACHES EMS STATION FUNDING AGREEMENT entered into this 15th day of June, 2026, between the City of Madeira Beach, a Florida municipal corporation, ("City"), and Pinellas County, a political subdivision of the State of Florida, ("County") (collectively "Parties").

WHEREAS, the County currently contracts with the City to provide funding to assist the City in their construction of a new fire station per the Redington Beaches EMS Station Funding Agreement, which was executed June 11, 2024, for a term ending September 30, 2026; and

WHEREAS, the Parties have authority to amend this Agreement pursuant to Section 13 thereof; and

WHEREAS, the Parties desire to amend this Agreement to allow for remaining funds not paid in FY25-26 to be budgeted for and paid in FY26-27.

Now therefore, in consideration of the mutual covenants expressed herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 – GENERAL PROVISIONS

1. The above recitations are true and correct and are hereby incorporated by reference.

2. Except as is otherwise set out herein, the City and the County agree that upon approval by the respective Boards of the County and the City and upon signing this Amendment 1, all terms of the Agreement will remain in full force and effect.

3. This Amendment, together with the original Agreement, constitutes the entire and complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, warranties, and understandings of the Parties with respect thereto.

4. City and County agree that this Amendment is effective upon execution.

ARTICLE 2 – AMENDMENT TO THE AGREEMENT

Section 3. Term.
The term of this Agreement is amended to end on September 30, 2027.

Section 4. Funding.
Section 4 (G) shall be amended to read as follows:

G. County funds are budgeted to the following cap each fiscal year for disbursement as follows:

FY23-24 $4,787,000.00
FY24-25 $2,613,000.00
FY25-26 Any remaining funds not paid in FY24-25 can be carried forward to FY25-26 through a budget amendment and disbursed to complete the project.
FY26-27 All remaining project funds not paid at the end of in FY25-26 will be budgeted in FY26-27 and paid to complete the project up to the project cap of $7,400,000.

Section 5. Use of Funds. The County Funds shall be used solely and exclusively for the Project as approved by the County, and any funds not so utilized at the end of the Project shall be returned to the County. Should the City fail to construct the facility by September 30, 2027, the City shall return the original funding amount to the County.

[Signature Page to Follow]

IN WITNESS WHEREOF the parties hereto, by and through their undersigned authorized officers have caused this Agreement to be executed on this _____day of _____, 2026.

ATTEST:
KENNETH BURKE, CLERK

by:_____
Deputy Clerk

PINELLAS COUNTY, FLORIDA
By and through its
Board of County Commissioners

by:_____
Chairman

Approved as to Form by County Attorney's Office: _____

Countersigned:

by:_____
Mayor

CITY OF MADEIRA BEACH, FLORIDA

by:_____ 6/15/2026
City Manager

Reviewed and Approved:

by: _____
City Attorney

Attest:

by:_____
City Clerk

BOARD OF COMMISSIONERS
2026 MEETINGS REPORT
(JANUARY – JULY)

Prepared By:
City Clerk
July 29, 2026

BOARD OF COMMISSIONERS – 01/01/2025 – 03/11/2025	TERM OF OFFICE
Anne-Marie Brooks, Mayor (Vice Mayor to Mayor 6/14/2024)	3-Year Term (03/2023 – 03/2025)
Ray Kerr, Commissioner District 2	2-Year Term (03/2022 – 03/2026)
David Tagliarini, Vice Mayor/Commissioner District 1 (VM 7/10)	2-Year Term (03/2022 – 03/2026)
Eddie McGeehen, Commissioner District 3	2-Year Term (03/2023 – 03/2025)
Housh Ghovaee, Commissioner District 4 (appointed 7/10/2024)	2-Year Term (07/2024 – 03/2025)

BOARD OF COMMISSIONERS – 03/12/2025 – 12/31/2025	TERM OF OFFICE
Anne-Marie Brooks, Mayor	3-Year Term (03/2023 – 03/2028)
Ray Kerr, Vice Mayor/Commissioner District 2 (VM 3/12/2025)	2-Year Term (03/2022 – 03/2026)
David Tagliarini, Commissioner District 1	2-Year Term (03/2022 – 03/2026)
Eddie McGeehen, Commissioner District 3	2-Year Term (03/2023 – 03/2027)
Housh Ghovaee, Commissioner District 4	2-Year Term (07/2024 – 03/2027)

BOARD OF COMMISSIONERS – 03/18/2026 – 12/31/2026	TERM OF OFFICE
Anne-Marie Brooks, Mayor	3-Year Term (03/2023 – 03/2028)
Eddie McGeehen, Vice Mayor/Comm District 3 (VM 4/8/2026)	2-Year Term (03/2023 – 03/2027)
David Tagliarini, Commissioner District 1	2-Year Term (03/2022 – 03/2028)
Charles "Chuck" Dillon, Commissioner District 2	2-Year Term (03/2026 – 03/2028)
Housh Ghovaee, Commissioner District 4	2-Year Term (07/2024 – 03/2027)

ANNUAL SALARY - (City Charter, Section 2.2(B) and Ordinance 2023-23)

Mayor	$10,000
District Commissioner	$7,500

BOARD OF COMMISSIONERS MEMBERSHIP - OTHER GOVERNMENTAL BOARDS

- **Mayor Anne-Marie Brooks**
  - Barrier Islands Governmental Council (BIG C) – The BIG C, incorporated in 1990, is a governmental council including eleven municipalities residing on the west coast of Florida, from St. Pete Beach to Clearwater: Belleair Beach, Belleair Shore, Clearwater, Indian Rocks Beach, Indian Shores, Madeira Beach, North Redington Beach, Redington Beach, Redington Shores, St. Pete Beach, Treasure Island.
  - Emergency Medical Services Advisory Council (EMS) - The EMS Advisory Council is responsible for evaluating Pinellas County's Emergency Medical Services system and making recommendations necessary to the EMS Authority on needs, problems, and opportunities relating to Emergency Medical Services.
  - Forward Pinellas – Mayor Brooks serves as Big C representative on the Forward Pinellas Board. Forward Pinellas is a land use and transportation planning agency that guides integrated transportation and land use solutions, sustaining economic value by connecting the communities of Pinellas County and the Tampa Bay region. The agency is charged with addressing countywide land use and transportation concerns, as both the Pinellas Planning Council and the Pinellas County Metropolitan Planning Organization. Forward Pinellas not only provides a forum for countywide decision-making on transportation and land-use issues, but also offers technical support, regional coordination, and policy advice and guidance to Pinellas County's 24 cities and unincorporated areas.
  - Mayors' Council of Pinellas County (Vice President) – The primary objective of the Mayors' Council is to promote improvement and efficiency in municipal government, promote

cooperation between officials of the municipalities of Pinellas County, and secure legislation that would be beneficial to its municipalities. The Mayor's Council was formally established on May 3, 1977. Its membership consists of the mayors of the chartered municipalities of Pinellas County and other individuals who wish to be involved in council meetings.

- Tampa Bay Beaches Chamber (Member of the Board of Directors) – The Tampa Bay Beaches Chamber is a diverse group of businesses spread along the Gulf Beaches of Pinellas County, from Tierra Verde to Clearwater Beach. They take great pride in where they live, work, and play, and are there to help everyone discover new places to visit, shop, and live like a local along the beautiful Gulf Beaches.
- Tampa Bay Regional Planning Council (TBRPC) – The TBRPC serves the citizens and member governments by providing a forum to foster communication, coordination, and collaboration in identifying and addressing regional issues and needs.
  - 2025-2029 Initiatives Plan – A Five-Year Strategic Roadmap
- Florida League of Mayors - The Florida League of Mayors is an organization for Mayors, founded and developed by Mayors. The organization provides the Mayors of Florida with the ability to explore, in great depth, areas of mutual concern and opportunity. Our membership statement is vision, leadership, and public service. The Florida League of Mayors is governed by a Board of Directors. The membership is held by the municipality, and the Mayor is the primary participating member. Vice Mayors, Deputy Mayors, etc. are invited and encouraged to attend FLM events.
- Suncoast League of Cities (SLC) – The SLC is a regional organization advocating for 25-27 member municipalities across three West Central Florida counties, from St. Leo to Gulfport. It supports local governments by promoting regional collaboration, providing education on municipal issues, and working with the Florida League of Cities (FLC) to influence state legislation.

- **Commissioner David Tagliarini**
  - Gulf Beaches Public Library Board (Alternate trustee member) – The primary purpose of the Gulf Beaches Public Library Board is to govern and oversee the operations of the Gulf Beaches Public Library, ensuring it effectively serves the community's educational, recreational, and cultural needs. The Board is responsible for establishing library policies, managing finances, and advocating for the library's role within the community. The Board, composed of members appointed by the five municipalities it serves (Treasure Island, Madeira Beach, Redington Beach, North Redington Beach, and Redington Shores), provides the overall direction for the library.
    - Pinellas Public Library Cooperative https://pplc.us/

CITY ORGANIZATION MEMBERSHIPS

- **City Memberships**
  - Florida League of Cities (FLC) - Founded in 1922, the Florida League of Cities is the united voice for Florida's cities, towns, and villages. A nonpartisan organization, the League advocates on behalf of Florida's cities and supports local leaders through specialized events, training, and resources. Guided by the principle of local voices making local choices, the organization highlights the vital role citizens and city leaders play in shaping Florida's cities. As the government closest to the people, Florida's cities are best positioned to address the unique needs of their communities.

CONVERSATIONS WITH THE MAYOR

- January 27, 2026, Mad Beach Cantina, 13205 Gulf Lane, Madeira Beach, FL 33708 *(lunch paid for by Developer William (Bill) Karns, William Karns Enterprises in Madeira Beach – Thank you!!)*
- February 11, 2026, Courtyard Marriott, Madeira Beach, FL 33708
- March 24, 2026, Madeira Beach Marina, 503 150th Avenue, Madeira Beach, FL 33708
- April 21, 2026, Johns Pass Bell Tower, 144 Boardwalk PI W
- May 21, 2026, 200 Rex PL, Madeira Beach, FL
- June 23, 2026, Haze Ice Cream, 15231 Gulf Blvd, Madeira Beach, FL 33708 *(Food paid for by Haze Ice Cream)*
- July 21, 2026, Slyce Madeira Beach, 662 150th Avenue, Madeira Beach, FL 33708
- August 26, 2026, 15015 Madeira Way, Madeira Beach, FL 33708

BOARD OF COMMISSIONERS TRAINING (City Hall)

- July 15, 2026, 10:00 a.m. to 3:00 p.m., State-Mandated Continuing Education in Ethics Webinar for Elected Officials

BOARD OF COMMISSIONERS MEETING ATTENDANCE

- January 14, 2026, BOC Regular Meeting – *All present*
- January 28, 2026, BOC Regular Workshop – *All present*
- February 4, 2026, BOC Regular Meeting – *All present*
- February 11, 2026, BOC Regular Workshop – *All present*
- February 26, 2026, BOC Special Meeting – *All present*
- March 4, 2026, BOC Regular Meeting – *All present*
- March 18, 2026, BOC Regular Workshop – Old Commission – *All present*
- March 18, 2026, BOC Regular Workshop – New Commission – *All present*
- March 27, 2026, BOC Special Meeting – *All Present*
- April 8, 2026, BOC Regular Meeting – *All present*
- April 21, 2026, BOC Special Meeting – *All Present*
- April 29, 2026, BOC Budget Workshop #1 – *All Present*
- April 29, 2026, BOC Regular Workshop – *All Present*
- May 13, 2026, BOC Regular Meeting – *All Present*
- May 21, 2026, BOC Special Meeting (for a Shade Meeting) – *Commissioner Ghovaee absent*
- May 27, 2026, BOC Budget Workshop #2 – *All Present*
- May 27, 2026, BOC Regular Workshop – *All Present*
- May 27, 2026, BOC Special Meeting – *All Present*
- June 10, 2026, BOC Regular Meeting – *All Present*
- June 11, 2026, BOC Strategic Planning Public Workshop – *All Present*
- June 24, 2026, BOC Budget Workshop #3 – *All Present*
- June 24, 2026, BOC Regular Workshop Meeting – *All Present*
- July 8, 2026, BOC Regular Meeting – *Commissioner Tagliarini absent*
- July 22, 2026, BOC Budget Workshop #4 – *All Present*
- July 22, 2026, BOC Regular Meeting – *All Present*

MEETING AGENDA ITEMS

PROCLAMATIONS

January 14, 2026, BOC Regular Meeting
- Certified Registered Nurse Anesthetist Week; January 18-24, 2026

February 11, 2026, BOC Regular Workshop
- National 211 Day; February 11, 2026

March 4, 2026, BOC Regular Meeting
- Flood Awareness Week; March 9-15, 2026

April 29, 2026, BOC Regular Workshop
- National Safe Boating Week; May 16-22, 2026
- 57th Annual Professional Municipal Clerks Week; May 3-9, 2026

May 13, 2026, BOC Regular Meeting
- National Public Works Week; May 13-23, 2026

PRESENTATIONS

February 4, 2026, BOC Regular Meeting
- Madeira Beach Fire Department – Firefighter of the Year
- Madeira Beach Fire Department – Recognition of 5-Years of Service
- Madeira Beach Fire Department - Recognition of Crew Members

February 11, 2026, BOC Regular Workshop
- Duke Energy – Theresa Crane with Duke Energy gave a presentation on Undergrounding

May 13, 2026, BOC Regular Meeting
- Appreciation Plaque - Ray Kerr, former District 2 Commissioner (March 2022 - March 2026)
- FY 2025 Financial Statement Audit Results, Daniel Anderson, CPA, Mauldin & Jenkins

May 27, 2026, BOC Regular Workshop
- Fire Department Presentation: Donation Proceeds - 5th Annual Legends Never Die 5K
- Fire Department Presentation: Recognition of A-shift Crews

June 10, 2026, BOC Regular Meeting
- Fire Chief Clint Belk - Certificate of Appreciation for his service as Acting City Manager during the recent City Manager search

APPROVAL OF MINUTES

January 14, 2025, BOC Regular Meeting – *Approved 5-0*
- 12-10-2025, BOC Regular Workshop Meeting Minutes
- 12-10-2025, BOC Regular Meeting Minutes

February 4, 2026, BOC Regular Meeting – *Approved 5-0*
- 01-14-2026, BOC Regular Meeting Minutes

March 4, 2026, BOC Regular Meeting – *Approved 5-0, with a change to the 01/28/2026 BOC Regular Workshop Meeting Minutes to add a last name to a person who gave public comment*
- 01-28-2026, BOC Regular Workshop Meeting Minutes
- 02-04-2026, BOC Regular Meeting Minutes
- 02-11-2026, BOC Regular Workshop Meeting Minutes
- 03-04-2026, BOC Regular Meeting Minutes

April 8, 2026, BOC Regular Meeting – *Approved 5-0*
- 02-26-2026, BOC Special Meeting Minutes
- 03-04-2026, BOC Regular Meeting Minutes
- 03-18-2026, BOC Regular Workshop Meeting Minutes
- 03-27-2026, BOC Special Meeting Minutes

May 13, 2026, BOC Regular Meeting – Approved 5-0
- 04-08-2026, BOC Regular Meeting Minutes
- 04-21-2026, BOC Special Meeting Minutes
- 04-29-2026, BOC Budget Workshop #1 Meeting Minutes
- 04-29-2026, BOC Regular Workshop Meeting Minutes

June 10, 2026, BOC Regular Meeting – Approved 5-0
- 05-13-2026, BOC Regular Meeting Minutes
- 05-21-2026, BOC Special Meeting Minutes (for a Shade Meeting)
- 05-27-2026, BOC Budget Workshop #2 Meeting Minutes
- 05-27-2026, BOC Regular Workshop Meeting Minutes
- 05-27-2026, BOC Special Meeting Minutes

July 8, 2026, BOC Regular Meeting – Approved 4-0
- 06-10-2026, BOC Regular Meeting Minutes
- 06-11-2026, BOC Strategic Plan Public Meeting Summary Minutes (Kimley-Horn)
- 06-24-2026, BOC Budget Workshop Meeting
- 06-24-2026, BOC Regular Workshop Meeting

PUBLIC HEARINGS – ORDINANCES

Ordinance 2025-01, New Personnel Policy (Adopted 04/02/2025) – UNFINISHED BUSINESS – FOR FUTURE AMENDMENT TO THE NEW PERSONNEL POLICY (ORDINANCE 2025-01),
- April 16, 2025, BOC Regular Workshop – Tuition Reimbursement. The City Attorney says that

the personnel policy states that approval of any specific reimbursement request is at the sole discretion of the human resources staff, who must weigh all relevant facts and policies in granting or denying any request. The human resources staff decides how long someone should stay after completing the course. The Mayor said that was a problem. It would not be fair to let a single individual determine how long a person should stay (with the city) after receiving tuition reimbursement, as favoritism could come into play. That is why she asked that the policy be returned to them. She would rather "a year" be placed there. The Board consented to a one-year commitment for an associate's degree, a two-year commitment for a bachelor's degree, and a two-year commitment for a master's degree. The City Attorney will bring an amendment to the Board.

Ordinance 2025-20, Certified Recovery Residences – Adopted 01/14/2026

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE VI (SUPPLEMENTAL DISTRICT REGULATIONS) OF CHAPTER 110 (ZONING) THE LAND DEVELOPMENT REGULATIONS BY CREATING DIVISION 16, "CERTIFIED RECOVERY RESIDENCES"; PROVIDING FOR DEFINITIONS; PROVIDING FOR PROCEDURES FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES; PROVIDING FOR REQUESTS FOR REASONABLE ACCOMMODATIONS; PROVIDING FOR REVOCATION OF REASONABLE ACCOMMODATIONS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

- November 12, 2025, BOC Regular Workshop
- December 10, 2025, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- January 14, 2026, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2026-01, Calling the March 10, 2026 Municipal Election – Adopted 02/04/2026

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, CALLING FOR A MUNICIPAL ELECTION ON MARCH 10, 2026, FOR THE PURPOSE OF ELECTING A COMMISSIONER FOR DISTRICT TWO (2); PROVIDING FOR PUBLICATION; AUTHORIZING ELECTION EXPENDITURES; IDENTIFYING THE PINELLAS COUNTY CANVASSING BOARD AS THE CANVASSING BOARD FOR THE MARCH 10, 2026 MUNICIPAL ELECTION; PROVIDING FOR POLLING PLACE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 14, 2026 BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- February 4, 2026, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2026-02, Nonconforming Time Limitations

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING ARTICLE III (NONCONFORMANCES) OF CHAPTER 110 (ZONING) OF THE CODE OF ORDINANCES TO CLARIFY WHEN SUCH SECTIONS APPLY; TO CLARIFY THE DEADLINE FOR NONCONFORMING STRUCTURES TO BE REPAIRED; TO EXTEND SUCH DEADLINE FOR HURRICANES HELENE AND MILTON RELATED DAMAGE; TO CLARIFY THAT SECTION 110-95 AND SECTION 110-96 DO NOT HAVE TIME LIMITATIONS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

- January 28, 2026, BOC Regular Workshop
- February 4, 2026, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*

- March 4, 2026, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial – Adopted June 10, 2026

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING REAL PROPERTY LOCATED AT 555 150TH AVENUE, PARCEL IDENTIFICATION NUMBER 09-31-15-00000-140-0100, FROM PD PLANNED DEVELOPMENT, TO C-4 MARINE COMMERCIAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

- March 18, 2026, BOC Regular Workshop Meeting
- April 29, 2026, BOC Regular Workshop Meeting
- May 13, 2026, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- June 10, 2026, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2026-04, Zoning – Establishing Division 6 – Low Density Vacation Rental

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING SECTION 110-151 (ESTABLISHMENT OF DISTRICTS) OF DIVISION 1 (GENERALLY) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MADEIRA BEACH TO ESTABLISH R-2R, LOW DENSITY VACATION RENTAL, AS A TYPE OF ZONING DISTRICT; CREATING DIVISION 6 (R-2R, LOW DENSITY VACATION RENTAL) OF ARTICLE V (DISTRICTS) OF CHAPTER 110 (ZONING) OF THE LAND DEVELOPMENT REGULATIONS OF THE CITY OF MADEIRA BEACH AND PROVIDING FOR DEFINITIONS, PURPOSE AND INTENT, PERMITTED USES, ACCESSORY USES, SPECIAL EXCEPTION USES, MINIMUM BUILDING SITE AREA REQUIREMENTS, SETBACK REQUIREMENTS, MAXIMUM BUILDING HEIGHT, MAXIMUM LOT COVERAGE, IMPERVIOUS SURFACE RATIO (ISR) AND SPECIAL REQUIREMENT; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

- May 27, 2026, BOC Regular Workshop

Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, REZONING CERTAIN REAL PROPERTY GENERALLY DESCRIBED AS 214 BOARDWALK PLACE EAST, 210 BOARDWALK PLACE EAST, 206 BOARDWALK PLACE EAST, 204 BOARDWALK PLACE EAST, BOARDWALK PLACE EAST (2 PARCELS), 146 BOARDWALK PLACE EAST, 129TH AVE EAST (5 PARCELS), CONSISTING OF APPROXIMATELY 1.457 ACRES, FROM JOHN'S PASS VILLAGE ACTIVITY CENTER (C-1) TO PLANNED DEVELOPMENT (PD) DISTRICT; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

- May 27, 2026, BOC Regular Workshop
- June 10, 2026, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- July 8, 2026, BOC Regular Meeting – 2nd Reading & Public – *Approved 4-0*

Ordinance 2026-06, John's Pass Village Hotel Vacation of Right-of-Way Request – Portion of Fisherman's Alley

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, VACATING THE PORTION OF FISHERMAN'S ALLEY ABUTTING LOTS 2

THROUGH 7 AND LOTS 14 THROUGH 19 OF BLOCK 1 OF MITCHELL'S BEACH JOHNS PASS THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE THEREOF.

- May 27, 2026, BOC Regular Workshop
- June 10, 2026, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 5-0*
- July 8, 2026, BOC Regular Meeting – 2nd Reading & Public – *Approved 4-0*

Ordinance 2026-07, Charter Amendments Relating to Municipal Election Dates, Candidate Qualifying Periods, Term Transition Provisions, and Referendum Questions

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, SUBMITTING TO THE ELECTORS OF THE CITY OF MADEIRA BEACH PROPOSED AMENDMENTS TO THE CITY CHARTER RELATING TO THE DATE OF MUNICIPAL ELECTIONS AND CANDIDATE QUALIFYING PERIODS; AMENDING SECTION 3.3, NOMINATION OF BOARD OF COMMISSIONERS, SUBPARAGRAPH (A), FILING, OF THE CITY CHARTER TO CHANGE THE CANDIDATE QUALIFYING PERIOD FROM DECEMBER TO JUNE; AMENDING SECTION 3.4, MANNER OF HOLDING ELECTIONS, SUBPARAGRAPH A, OF THE CITY CHARTER TO CHANGE MUNICIPAL ELECTIONS FROM MARCH TO NOVEMBER TO COINCIDE WITH THE STATE GENERAL ELECTION; AMENDING SECTION 2.2, BOARD OF COMMISSIONERS CREATED; QUALIFICATIONS; TERM OF OFFICE; AND VACANCIES, SUBPARAGRAPH (B), QUALIFICATIONS AND TERM OF OFFICE, OF THE CITY CHARTER TO PROVIDE FOR CERTIFICATION OF ELECTION RESULTS, AMENDING SECTION 4.8, INDUCTION OF BOARD OF COMMISSIONERS INTO OFFICE; MEETINGS, OF THE CITY CHARTER TO PROVIDE CONSISTENT COMMENCEMENT OF TERMS AND INSTALLATION PROCEDURES; PROVIDING FOR TRANSITIONAL TERMS OF OFFICE INCLUDING EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 3 AND COMMISSIONER DISTRICT 4 UNTIL NOVEMBER 2027 AND EXTENSION OF THE TERMS OF COMMISSIONER DISTRICT 1, COMMISSIONER DISTRICT 2, AND MAYOR-COMMISSIONER UNTIL NOVEMBER 2028; PROVIDING FOR A REFERENDUM; PROVIDING FOR BALLOT LANGUAGE; PROVIDING FOR NOTICE OF ELECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

- June 10, 2026, BOC Regular Workshop
- July 8, 2026, BOC Regular Meeting – 1st Reading & Public Hearing – *Approved 4-0*
- August 12, 2026, BOC Regular Meeting – 2nd Reading & Public Hearing – *Approved 5-0*

Ordinance 2026-08, Amendment to Fees and Collection Procedure Manual

AN ORDINANCE OF THE CITY OF MADEIRA BEACH, FLORIDA, ADOPTING A REVISED APPENDIX A – FEES AND COLLECTION PROCEDURES MANUAL OF THE CODE OF ORDINANCES OF THE CITY OF MADEIRA BEACH, FLORIDA; AMENDING THE FEE SCHEDULES FOR THE FIRE, MARINA, PARKING AND STORMWATER DEPARTMENTS AS SET FORTH IN EXHIBIT A; REPEALING ORDINANCE NO. 2025-18; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

- July 22, 2026, BOC Regular Workshop Meeting
- August 12, 2026, BOC Regular Meeting – 1st Reading & Public Hearing

DEVELOPMENT AGREEMENTS

John's Pass Village Hotel Planned Development (PD) Development Agreement

- May 27, 2026, BOC Regular Workshop

- June 10, 2026, BOC Regular Meeting – Discussion Item
- July 8, 2026, BOC Regular Meeting – *Approved 4-0*

PUBLIC HEARINGS – ALCOHOLIC BEVERAGE LICENSE APPLICATIONS

RESOLUTIONS

Resolution 2026-01, Emergency Bridge Loan, $3,148,500

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA AUTHORIZING THE EXECUTION AND DELIVERY OF THE FORM OF ATTACHED LOAN DOCUMENTS BETWEEN THE CITY AND THE STATE OF FLORIDA, DEPARTMENT OF COMMERCE FOR A PRINCIPAL AMOUNT OF $3,148,500.00 TO FUND GOVERNMENTAL OPERATIONS; MAKING CERTAIN FINDINGS OF PARAMOUNT PUBLIC PURPOSE; COVENANTING TO BUDGET AND APPROPRIATE LEGALLY AVAILABLE NON-AD VALOREM REVENUES TO PAY THE INDEBTEDNESS; PROVIDING FOR THE RIGHTS, SECURITIES AND REMEDIES FOR THE OWNER OF THE PROMISSORY NOTE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; DESIGNATING AN OFFICIAL WITH AUTHORITY TO EXECUTE DOCUMENTS WITH RESPECT TO THE LOAN; PROVIDING FOR SEVERABILITY; AND AN EFFECTIVE DATE.

- January 14, 2026 BOC Regular Meeting – *Approved 5-0*

Resolution 2026-02, BOC Policy Handbook

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BOARD OF COMMISSIONERS POLICY HANDBOOK; REPEALING RESOLUTION 2025-02; AND PROVIDING FOR AN EFFECTIVE DATE.

- April 29, 2026, BOC Regular Workshop
- May 13, 2026, BOC Regular Meeting – *Approved 5-0, with BOC Changes & City Attorney Changes*

Resolution 2026-03, FY 2026 Budget Amendment

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, AMENDING THE BUDGET FOR FISCAL YEAR 2026 (OCTOBER 1, 2025 THROUGH SEPTEMBER 30, 2026) BY INCREASING APPROPRIATIONS FOR EXPENDITURES IN THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE

- April 29, 2026, BOC Regular Workshop
- May 13, 2026, BOC Regular Meeting – *Approved 5-0*

Resolution 2026-04, Positions to Apply to FRS Senior Class

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, RELATING TO MEMBERSHIP INTO THE FLORIDA RETIREMENT SYSTEM ("FRS"); APPROVING AND RATIFYING THE PARTICIPATION AND ADDING THE DESIGNATION OF SENIOR MANAGEMENT SERVICE CLASS INTO THE FRS; AUTHORIZING THE CITY MANAGER AS CUSTODIAN AND REPORTING AGENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- May 27, 2026, BOC Budget Workshop #2 – Consented moving forward to the June Regular Meeting for a vote

- City Manager would like to study it more before moving forward

Resolution 2026-05, Designation of Authorized Signers of Banking Documents
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA, DESIGNATING AUTHORIZED SIGNERS OF BANKING DOCUMENTS FOR THE CITY OF MADEIRA BEACH; REPEALING RESOLUTION 2025-10 AND ANY OTHER RESOLUTION IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

- May 27, 2026, BOC Budget Workshop #2
- June 10, 2026, BOC Regular Meeting – *Approved 5-0*

Resolution 2026-06, Moratorium on Collection of Mobility Fee
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF MADEIRA BEACH, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE IMPOSITION AND COLLECTION OF THE MOBILITY FEE REQUIRED PURSUANT TO CHAPTER 92 (PROPORTIONATE SHARE DEVELOPMENT FEE) OF THE CITY OF MADEIRA BEACH CODE OF ORDINANCES UNTIL JULY 31, 2027; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

- June 24, 2026, BOC Regular Workshop
- July 8, 2026, BOC Regular Meeting – *Approved 4-0*

CONTRACTS/AGREEMENTS/PURCHASES/LEASES

- Placer.AI Software Agreement – Year 1 $12,000; Year 2 $13,500; Year 3 $15,000
  - October 22, 2026 Boc Regular Workshop
  - January 14, 2026 BOC Regular Meeting – *Approved 5-0*

- Tampa Bay Psychology Associates Contract Renewal - Individual counseling sessions: $165 per hour (most commonly utilized service), Crisis and emergency response services, including onsite response during critical incidents or debriefings: $250 per hour, and Training, peer support, or general education services: $300 per hour
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- Madeira Beach City Hall Elevator Emergency Purchase – Emergency Repair $32,247.88
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- 2026 Ford F550 4X4 Dump Truck Purchase - $90,780
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- Public Works Building Conceptual Rendering Approval – Estimated 2.5 million construction cost
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- Madeira Beach Youth Baseball and Softball Agreement - Madeira Beach Youth Baseball and Softball would pay $2,500 per season, spring and fall, for the use of the facilities. Additionally,

the League would pay $10 a player per season, up to 250 registered players, for the utilization of the fields
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- RFP 25-17 – City of Madeira Beach Fireworks Displays – 2026 Contract – May 1st Display $5,000; July 4th Display $35,000; December 11th Display $5,000
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- Tom & Kitty Stuart Restroom Purchase Approval - $138,651.62
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- Professional Engineering & Permitting Proposal Approval – John's Pass Jetty Sidewalk Replacement - $74,900
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- Archibald Park Snack Shack – Kimley-Horn Historic Preservation Ordinance Scope of Work - $54,000
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- City Photographer Contract (terminates 12/ 31/2026) - $36,500/Year for events listed in contract; $200/HR for any additional items. Includes production, editing, and posting
  - January 28, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting – *Approved 5-0*

- DSK Law – Engagement Letter Renewal - $225 per hour plus costs for each actual attorney hour worked and $65 per hour for each paralegal hour worked with regard to the engagement.
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0*

- Area 9 Roadway and Drainage Improvement Project Engineering Scope Approval - $439,494.44, proposed for design, permitting, bidding, and construction administration cost.
  - February 11, 2026, BOC Regular Workshop
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0*

- Approval of FEMA Category A Closeout for Hurricane Helene and Hurricane Milton
  - March 4, 2026, BOC Regular Meeting – *Approved 5-0*

- Purchase of Self-Contained Breathing Apparatus – Piggyback on Lake County Contract 22-730G from Municipal Emergency Services (MES) - $306,831.81
  - March 18, 2026, BOC Regular Workshop Meeting
  - April 8, 2026, BOC Regular Meeting – *Approved 5-0*

- Interlocal Agreement with Pinellas County for Post Disaster Recovery - Cost incurred only when assistance is needed
  - April 8, 2026, BOC Regular Meeting – *Approved 5-0*

- Renewal of two Joint Use Agreements with Pinellas County Schools – Bicentennial Park Agreement & the Joint Use Playground Agreement – 5-Year Term
  - March 18, 2026, BOC Regular Workshop Meeting
  - April 8, 2026, BOC Regular Meeting – *Approved 5-0*

- FDEP Resilient Florida Grant for Vulnerability update and Adaptation plan Acceptance and approval
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*

- FDEP Grant No. L0253- Stormwater Resiliency Project Acceptance
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*

- Purchase of Florida Department of Children and Families Grant for Rip Tide Simulator - $12,750
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*

- Urban County Requalification - FY 2027-2029, Renewal of CDBG Cooperation Agreement (Option 1 to remain in the Pinellas County Urban County for use of CDBG Funds)
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*

- Purchase of 2 Easy Dump Dumpsters from Par-Kan - $60,000 Capital Improvements Budget for Sanitation
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*

- Acceptance of Parking Study Contract ADEAS Q
  - March 18, 2026, BOC Regular Workshop
  - April 29, 2026, BOC Regular Workshop
  - May 13, 2026, BOC Regular Meeting – *Approved 5-0*

- Approval of RFP 26-05 and Contract with Speeler Companies for Marina Seawall Replacement and Tom & Kitty Stuart Park Seawall Improvements $209,850.00
  - May 27, 2026, BOC Regular Workshop
  - May 27, 2026, BOC Special Meeting - *Approved 5-0*

- Amendment to Pinellas County Interlocal Agreement to share cost with FDEP for NPDES MS4 Permit
  - May 27, 2026, BOC Regular Workshop
  - June 10, 2026, BOC Regular Meeting

- 2025 F550 4X4 Dump Truck Purchase from Duval Ford through Piggyback with Florida Sheriff's Association $96,247.00
  - May 27, 2026, BOC Regular Workshop
  - June 10, 2026, BOC Regular Meeting

- Approval to Piggyback off the City of Belleair Bluffs Duncan Drive Roadway & Stormwater Improvements Contract for Area 5 and various locations Roadway and Drainage Improvements
  - May 27, 2026, BOC Regular Workshop
  - June 10, 2026, BOC Regular Meeting

- Hearing Officer Agreements - Attorney Sacha Dyson, $300 hour; Attorney Michelle Nadeau, $495 hour
  - May 27, 2026, BOC Regular Workshop
  - June 10, 2026, BOC Regular Meeting

- Reddington EMS Station Funding Agreement Renewal (City serves as a pass-through for $7,400,000)
  - June 10, 2026, BOC Regular Meeting

- City Attorney Services Contract Renewal – Trask Daigneault, LLP – 3-YR Contract
  - June 24, 2026, BOC Regular Workshop
  - July 8, 2026, BOC Regular Meeting – *Approved 4-0*

- GrantWorks Piggyback Agreement with Lake County
  - May 27, 2026, BOC Regular Workshop
  - July 8, 2026, BOC Regular Meeting – *Approved 4-0*

- Forward Pinellas Interlocal Agreement for Planning and Mapping Services and/or Special Project Work with the City of Madeira Beach
  - July 8, 2026, BOC Regular Meeting – *Approved 4-0*

PROPERTY DISCUSSIONS FOR PURCHASE

- Vacant Property at 217 150th Avenue, located behind Kava Coffee Shack
  - January 28, 2026, BOC Regular Workshop Meeting - The consensus of the Board was to table all discussion of the property until a proposal that falls within appropriate zoning and best use of the property is presented.
  - March 4, 2026, BOC Regular Meeting – *Failed 4-1, Vice Mayor Kerr in favor*

LIEN REDUCTION/FEE WAIVER REQUESTS

- Special Magistrate Lien at 703 Sunset Cove, Madeira Beach, Case No. 24-233 (Baker-Cianciulli)
  - January 14, 2026, BOC Regular Workshop
  - February 4, 2026, BOC Regular Meeting
  - February 11, 2026, BOC Regular Workshop Meeting

  - March 4, 2026, BOC Regular Meeting – *Approved 5-0, to reduce the fine amount to $2,000 to be paid within 30 days, or it reverts to the original fine amount.*

- Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach – Case Nos. 14-68, 08.04, 08.24, 08.07, and 09.39 (Simonetta and Discount Properties of Florida LLC)
  - March 18, 2026, BOC Regular Workshop Meeting
  - April 8, 2026, BOC Regular Meeting – *Approved 5-0*

BOARD APPOINTMENTS

May 13, 2026, BOC Regular Meeting

- Appointed Elizabeth Watkins Holloway to serve a partial term on the Planning Commission expiring on September 30, 2026 – *Approved 5-0*

BOC REGULAR & WORKSHOP MEETING DISCUSSIONS

January 14, 2026, BOC Regular Meeting

- Snack Shack Update

January 28, 2026, BOC Regular Workshop

- Discuss how to Recognize Residents who go above and beyond for the City
- Vacant Property at 217 150th Avenue, located behind Kava Coffee Shack
- Board of Commissioners Expenditure Report – FY 2024, 2025 & 2026 (Moved to future budget workshop)
- Special Magistrate Lien at 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)
- City Manager Search Update
- City Photographer Contract Quotes
- Ordinance 2026-02, Nonconforming Time Limitations
- John's Pass Village Parking Garage Discussion
- Discussion and Approval of Contractual Agreement with Tampa Bay Psychology Associates, LLC
- Public Works Building Conceptual Rendering Discussion
- John's Pass Jetty Sidewalk Design Discussion
- Archibald Snack Shack Update
- Tom & Kitty Stuart Park Bathroom and Post Storm Update
- Madeira Beach Youth Baseball and Softball Contract Renewal
- Madeira Beach Market Relocation Request
- Award of RFP 25-17 City of Madeira Beach Fireworks
- Gulf Beaches Public Library Time Capsule

February 11, 2026, BOC Regular Workshop

- Key to the City (Nomination request by Commissioner Ghovaee)
- Office for the Board of Commissioners at City Hall
- Sanitation Services Discussion

- Purple Heart Recipient – Progress Update with American Legion
- Meeting Schedule Setting to Streamline Items on Agenda
- Special Magistrate Lien at 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)
- Area 9 Roadway and Drainage Improvement Project Discussion
- Schedule a Special Meeting for the last week of February regarding City Manager Search
- Food Trucks at Archibald Park due to conflicting ordinance language and statutory requirements

March 18, 2026, BOC Regular Workshop

- Reporting The Official March 10, 2026 Municipal Election Results
- Oath of Office – David Tagliarini, Commissioner District 1
- Oath of Office – Charles "Chuck" Dillon, Commissioner District 2
- Reduction of Lien Request: Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach – Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39 (Simonetta and Discount Properties of Florida LLC)
- Gulf Beaches Public Library, Inc. - Audited Financial Statements, September 30, 2025
- City Hall Elevator Replacement
- Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial
- Parking Garage Feasibility Study Quotes
- Approval to Purchase Self-Contained Breathing Apparatus from Municipal Emergency Services (MES) - Piggyback on Lake County Contract 22-730G
- John's Pass Dredging Update

April 8, 2026, BOC Regular Meeting

- 555 Property and Survey of the Water that is Required for Building Docs (item moved to April 29, 2026 BOC Regular Workshop Meeting)
- Tom and Kitty Stuart Park

April 29, 2026, BOC Regular Workshop

- 14140 E Parsley Drive Property – Greg Chassin regarding his property development issue
- BOC Policy Handbook
- RFP #26-02, Holiday Décor
- Direction on New Property Purchase at 555 150th Avenue
- 555 150th Avenue 150th Avenue Property and Survey of the Water that is Required for Building Docs – This item was tabled pending the outcome of the strategic plan
- Urban County Requalification – FY 2027 – 2029, Renewal of CDBG Cooperation Agreement
- Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4 Marine Commercial
- Snack Shack Update
- Parking Garage Feasibility Study Quotes
- Approval of Florida Department of Children and Families Grant for Rip Tide Simulator
- FDEP Resilient Florida Grant for Vulnerability Update and Adaptation Plan Discussion
- John's Pass Dredging Update Survey
- Acceptance discussion for FDEP L0253 – Stormwater Resiliency Project

- Purchase of 2 Easy Dump Dumpsters from Par-Kan

May 27, 2026, BOC Regular Workshop

- Samples of Recognition and Appreciation Forms to include an explanation as to why the person was chosen to receive recognition
- Discuss changing Municipal Elections from March to November (Information available by Meeting Date)
- Hearing Officers - Grievance Hearings
- Ordinance 2026-04, Zoning – Establishing Division 6 – Low Density Vacation Rental
- Ordinance 2026-06, John's Pass Village Hotel Vacation of Right-of-Way Request – Portion of Fisherman's Alley
- Ordinance 2026-05, John's Pass Village Hotel Planned Development (PD) Rezoning
- John's Pass Village Hotel Planned Development (PD) Development Agreement
- Approval of RFP 26-05 Bid Award to Speeler Companies for Marina Seawall Replacement and Tom & Kitty Stuart Park Seawall Improvements
- Amendment to Pinellas County Interlocal Agreement to share cost with FDEP for NPDES MS4 Permit
- 2025 Ford F550 4X4 Dump Truck Purchase
- Approval to Piggyback off the City of Belleair Bluffs Duncan Drive Roadway & Stormwater Improvements Contract for Area 5 and various locations Roadway and Drainage Improvements
- GrantWorks Update

June 24, 2026, BOC Regular Workshop

- 2026 Legislative Update – RJ Myers with Myers Consulting Group
- Board of Commissioners Salary Increase Discussion (Jerry Cantrell, Civil Service Commission Chairman)
- Discussion – Changing the March Municipal Elections to November
- City Attorney Services Contract Extension
- Nonconformities and Business Tax Receipt Requirements
- Landscaping Regulations
- Resolution 2026-06, Moratorium on collection of mobility fee and Kimley-Horn Impact Fee Evaluation
- Florida Legislation Update – Community Development Department

July 22, 2026, BOC Regular Workshop

- FY 2027 Gulf Beaches Public Library Budget
- FY 2027 Sheriff's Office Contract
- Founders Day Celebration Planning
- John's Pass Village Directory and Wayfinding
- Kitty Stewart Park Landscaping Plan
- RFP #26-02 Holiday Decor
- Hurricane Relief Use of Properties for Parking
- RFQ for Ordinance Updates
- Ordinance 2026-08 Fees and Collection Procedure Manual – FY 2026
- Amendment to Consultant Agreement - Finance Director Services

- Amendment to RFP No. 26-05 – Marina Seawall Replacement #2 to Include 129th Avenue
- (Area 5) Seawall Replacement
- ITB# 26-04 Stormwater Backflow Prevention Project
- Disaster Debris Management Participation Agreement with DRC

BOC SPECIAL MEETINGS – SHADE MEETINGS

May 21, 2026, BOC Special Meeting

- Clifford Smith, Jr. vs City of Madeira Beach, Case No.19-8396-CI, Circuit Court of the Sixth Judicial Circuit in and for Pinellas County, Florida.

BOC SPECIAL MEETINGS - GENERAL

February 26, 2026, BOC Special Meeting – City Manager Applications – the BOC consented to interviewing 7 City Manager Candidates

1. Stanley Hawthorne
2. Michael Helfrich
3. Debbie Manns
4. Timothy Owens
5. Raymond Palmer
6. Lynne Ladner
7. Adrian Jones

March 27, 2026, BOC Special Meeting – City Manager Candidate Presentations and Finalist/s Selection Presentations

- Stanley Hawthorne
- Michael Helfrich
- Debbie Manns
- Timothy Owens
- Lynne Ladner

Candidate Finalist Selection

- Michael Helfrich – *Approved 5-0*

April 21, 2026, BOC Special Meeting – City Manager Employment Agreement – Michael Helfrich

- The Board of Commissioners approved the City Manager Employment Agreement with Michael Helfrich, with the terms and conditions stated in the agreement, and the changes requested by the Board - *Approved 5-0*

May 27, 2026, BOC Special Meeting

- Approval of RFP 26-05 and Contract with Speeler Companies for Marina Seawall Replacement and Tom & Kitty Stuart Park Seawall Improvements

BOC SPECIAL MEETINGS – FY 2027 MILLAGE RATE & FY 2027 BUDGET HEARINGS

September 9, 2026, BOC Special Meeting; 5:45 p.m.

- Ordinance 2026-XX, FY 2027 Tentative Millage Rate Ordinance – 1st Reading & Public Hearing
- Ordinance 2026-XX, FY 2027 Tentative Budget – 1st Reading & Public Hearing

September 18, 2026, BOC Special Meeting; 5:05 p.m.

- Ordinance 2026-XX, FY 2027 Final Millage Rate Ordinance – 2nd Reading & Public Hearing
- Ordinance 2026-XX, FY 2027 Final Budget – 2nd Reading & Public Hearing

BOC BUDGET WORKSHOPS

Wednesday, April 29, 2026 BOC Budget Workshop #1

- Excerpts from FY 2025 Audited Financial Statements
- 4 Year Historical Revenues & Expenses and Reserve Analysis
- Outstanding Debt & Cash & Investments Balances
- Proposed FY 2026 Budget Amendment #1
- FY 2027 Budget Workshop & Adoption Timeline

Wednesday, May 27, 2026 BOC Budget Workshop #2

- Multi-Year Capital Improvement Plan – Preliminary FY 2027
- Budgeted Personnel Costs & FTES – Preliminary FY 2027
- Resolution – Positions to Apply to FRS Senior Class
- Resolution – Bank Signatory Change

Wednesday, June 24, 2026 BOC Budget Workshop #3

- FY 2027 Budget Workshop #3 - Revenues Analysis
- Revenues Budget – Preliminary FY 2027
- Ad Valorem Tax Revenue Analysis – Preliminary FY 2027
- Strategic Plan Financial Presentation

Wednesday, July 22, 2026 BOC Budget Workshop #4

- Revenue and Expense Budget Overview –FY 2027
- Expenses Budget Detail – Preliminary FY 2027
- Stormwater Fee – Comparative Analysis
- Q&A and Plan for August Budget Workshop

Wednesday, August 26, 2026 BOC Budget Workshop #5

-

TOWN HALL MEETINGS/COMMUNITY MEETINGS – COMMISSION CHAMBERS

- November 15, 2025, Town Hall Meeting #1 for Input to Develop the New Property, 555 150th Avenue, Madeira Beach & Jetty
- November 19, 2025, Town Hall Meeting #2 for Input to Develop the New Property, 555 150th Avenue, Madeira Beach & Jetty
- February 3, 2026, Town Hall Meeting #3 for Input to Develop the New Property, 555 150th Avenue, Madeira Beach

- City of Madeira Beach Candidate Forum – Commissioner District 2 (Hosted by League of Women Voters of St. Petersburg Area)
- February 7, 2026, Town Hall Meeting #4 for Input to Develop the New Property, 555 150th Avenue, Madeira Beach
- April 27, 2026, Neighborhood Information Meeting – Major Site Plan Review SP 2026-02, Madeira Beach Public Works
- June 11, 2026, Strategic Plan Public Workshop

LETTER OF SUPPORT ITEMS

RESPOND TO PUBLIC COMMENTS/QUESTIONS

January 14, 2026, BOC Regular Meeting

The Commission addressed two main topics from public comments:

1. Jerry Cantrell regarding pay increases for the Board of Commissioners.

   Commissioner Tagliarini said he would like the discussion to continue and that, if a pay raise is approved, he would either decline it or return it to the City to avoid any conflict of interest. He thought they needed to be competitive. The Commission agreed to add this topic to the February workshop agenda. The City Clerk noted that any change would require an ordinance, and it would need to be adopted at least six months before the next election to take effect.

2. The public comments regarding the Kava Coffee Shack Property.

   The Commission acknowledged the strong public opposition to using this property for public works, particularly regarding traffic concerns expressed by residents of the adjacent condominiums. They will discuss it at the next workshop meeting.

February 11, 2026, BOC Regular Workshop Meeting

1. Stephanie Berry, on behalf of John's Pass Committee – request for the City to consider adding a line item to next year's budget, similar in structure to the parking garage initiative. It would not be an expenditure; rather, it would be a framework that enables them to formally collaborate with the City to design, implement, and expand profitable community events. Their aim is to help generate revenue through events that attract more visitors, support local businesses, and build long-term economic strength.

   The Commission discussed the comment. The City Attorney said there is no public purpose involved in providing a benefit to those commercial businesses. If the City were to set aside the funds for power washing sidewalks, painting, or parking lot replacement or repairs, that would be fully acceptable. He would avoid raising money and giving it to John's Pass businesses. There is no public purpose in that. Director Wepfer said there must have been confusion because she spoke to Stephanie Berry today and explained that the City already has a line item in the general fund for John's Pass, and that within that is maintenance, grounds, and parks, which cover John's Pass Village and all the right-of-way. Within that same budget, there is another line item for the

maintenance of John's Pass Park. That covers all the grounds and pavers. She has the pavers pressure-washed every quarter, although not all of them are owned by the City. They are all pressure-washed.

2. Chris DiGiovanni's concern that Kitty Stuart Park might be used for purposes other than its original purposes. He shared his vision for the park.

   Mayor Brooks explained that Kitty Stuart Park would remain a park. That had been discussed many times before, the City is actively working to restore Kitty Stuart Park. Director Wepfer provided an update on the project and the expected completion timeline.

March 4, 2026, BOC Regular Meeting

1. Mr. Dillon thanked the City for opening the parking spots and mentioned that everyone can vote in the election regardless of the district they live in.

   Mayor Brooks said Mr. Dillon's comments about voting did not require any discussion.

2. What the City is doing to prepare for hurricane season

   Mayor Brooks said the City is not moving downstairs, and the library has done its own floodproofing. It had nothing to do with the City. The downstairs can only be used for storage. She was not sure if the Recreation Department sealed their windows and doors but would be interested to know. The Acting City Manager said the Fire Department is 13 feet above the elevation, and if they flood, they would be in bad shape. The wind-driven rain still gets through, even if they replace the doors.

   Mayor Brooks was interested in the amphibious duck. The Acting City Manager said he researched a similar vehicle, the MRAP (Mine-Resistant Ambush Protected Vehicle). It looks like it would work when the water is flowing and the vehicle travels at 7 miles per hour.

March 27, 2026, BOC Special Meeting

1. Greg Chassin, 14080 W. Parsley Drive, Madeira Beach, on behalf of Killius and Chassin Development, LLC, read a letter from Joseph Petraglia in Community Development before purchasing the property located at 14140 East Parsley Drive, confirming that no foreseen challenges with redevelopment were anticipated. They could demolish the existing structure and construct a new duplex, provided they complied with the setbacks. Based on that information, they purchased the property on February 4, 2026, for $276,000. After closing on the property, they were notified by the Building Department that a duplex would not be permitted because a prior owner allegedly had not maintained a business tax license, something they had no knowledge of and no ability to control. He said they were seeking a reasonable solution.

   Mayor Brooks addressed the earlier public comment from Greg Chassin regarding his property development issue, stating that she would work with the city manager and community development to investigate the matter and bring it back to a Commission meeting for clarity.

April 8, 2026, BOC Regular Meeting

1. Mr. Whalley, regarding electric bikes on the beach.

Mayor Brooks asked City Attorney Trask to provide an update on relevant legislation. The City Attorney noted that every beach community pushed for uniform regulations prohibiting electric bikes on beaches. He said he would look into legislation that addressed the issue.

2. Mr. Willis, regarding the State road repair on 150th Ave. and the 140th Ave. water puddle.

For the record, Mayor Brooks said she knows Public Works Director Wepfer has communicated with the State about 150th Ave., but she does not have any control over them coming out and doing anything. Director Wepfer said that, although it is a state road, Pinellas County has its utilities beneath it. The area Mr. Willis was referring to is the Pinellas County utility areas that need attention. Citizens should call Pinellas County Utilities at 727-464-4400 to report such issues.

Director Wepfer said the 140th Avenue area was damaged when Frontier collapsed the roadway. It will be checked, though it is not a constant puddle; it appears only with rain. She will check into it.

The Acting City Manager highlighted new, improved parking signs on display in the back of the Commission Chambers that clearly display "City of Madeira Beach" and provide detailed instructions for the ParkMobile app, eliminating confusion about private lot parking.

The City Clerk announced a Planning Commission vacancy and requested applications from residents who are registered voters, with the appointment scheduled for the May 13th regular meeting.

April 29, 2026, BOC Regular Workshop Meeting

1. Ms. Hopkins spoke about the condition of Bay Point Drive. She recounted that around the middle of the prior year, residents on Bay Point Drive were told at a Conversations with the Mayor's meeting that a mill and resurface of the road would occur in roughly eight months, with completion expected around January or February 2026. At the February 11 meeting, a neighbor at 904 Bay Point Drive again raised the issue before the Commission, describing the road as undrivable, not bikeable, and unsafe for pedestrians. Ms. Hopkins noted that she had been stopped by a sheriff's deputy for walking in the middle of the road because of its condition. She noted that, given her background in government purchasing, she was aware of the ability to piggyback on other county bids for potentially faster and more competitive pricing, and she urged the Commission to help expedite the mill and resurface.

Mayor Brooks asked Public Works Director Megan Wepfer whether she had an update or if they should provide one at the next meeting. Director Wepfer said they would need to wait until the next meeting for the update, as she and the City Manager needed to discuss it.

Mayor Brooks said, for the record, that they want to add Bay Point to the next workshop meeting, or, if Megan has something available by the next voting meeting, they could provide an update on milling and surfacing.

Director Wepfer explained the condition of the roads. Commissioner Dillion suggested applying an overlay to certain areas to at least get them through for three or four years. Director Wepfer said it was possible.

Director Wepfer said there was a possibility that Area 9 would not take that long because they are going for resiliency funding, which is due by September. They will come back with an update.

May 13, 2026, BOC Regular Meeting

1. House Bill 803 (Bob Bellow)

Community Development Director Marci Forbes indicated that staff, including both the planning and building divisions, had been closely monitoring the recently enacted legislation and were preparing a bullet-point summary of its impacts on the community and planned responses. The summary would be brought to the Board at a future workshop. Regarding the specific question about the five-day permit response requirement for projects under $15,000, the answer may be specific to the planning and building sides, which she would clarify at the workshop. They will do what is needed to make the permitting process faster.

Commissioner Tagliarini said he would like the bullet-point summary to explain how the community is affected and what the answers would be, and to be as user-friendly as possible, given the confusion already circulating. Director Forbes said she would be as clear as possible, given the information and the extent to which the City Attorney can help her with interpretations. Some bills leave many questions unanswered.

2. Illegal Short-Term Rentals (Jeff Beggins)

Mayor Brooks said they have discussed short-term rentals many times. She appreciates the printout showing how many short-term rentals are illegal in the City. It warrants further discussion. They have enforcement personnel. They consist of two Sheriff Department deputies and three code enforcement employees, who go out and issue tickets. She asked whether they could be any more stringent than they currently are, given what the State of Florida allows.

City Attorney Trask provided context on the current enforcement framework, noting that the City is governed by Florida Statute Chapter 162, which caps the amount the special magistrate may fine. For initial violations, the special magistrate can fine up to $250 per day the violation continues, and for repeat violations, up to $500 per day. The special magistrate has heard the cases and has entered significant fines as a direct result of the violations. As part of their testimony, when they can, they elicit information on exactly how much the property owner is making on a day-to-day basis. They try to make it unprofitable so the owner will come into compliance. It makes it difficult for property owners to defend themselves when deputies present body camera footage to the special magistrate. They hold hearings once a month, and, if necessary, they can hold additional hearings when the special magistrate is available. Increasing the fines is not at the city level but at Tallahassee.

The City Attorney said the City has five code enforcement staff members: two deputies and three City staff members, namely Connor, Taylor, and Holden. Other cities he represents have only one code enforcement person.

Commissioner Dillon asked whether the process could be expedited, noting that it is lengthy and drawn out. Attorney Trask explained that the process involves providing a courtesy notice, a notice of violation, and a statement of violation requesting a hearing. The statement of violation must be given at least 10 days prior to the hearing. Eliminating the initial courtesy notice, while not legally required, could shorten timelines by seven to ten days. Removing that notice would not pose a legal issue. There is no legal requirement to provide a courtesy notice, and removing it for some violations would not create a legal issue. If they are going to issue notices of violation, as they should, it should be the same across the board.

Commissioner Tagliarini proposed creating a dedicated community safety officer position, with one or more employees whose sole responsibility would be proactive enforcement of non-emergency code violations across the City, including illegal short-term rentals, beach code violations, overgrown yards, and parking issues. Existing deputies and code enforcement staff handle short-term rental enforcement as a secondary responsibility and typically respond reactively to complaints. A dedicated officer with time specifically allocated to monitoring platforms such as Airbnb and Vrbo could gather evidence more systematically and bring more cases before the magistrate. He planned to return to the Board with a more detailed suggestion. It is not so much changing what they have, but having somebody dedicated to doing that full-time to look at those non-emergency code violations.

Vice Mayor McGeehen expressed strong support for the concept, noting that residents in his district frequently contact him regarding short-term rental activity. He echoed the view that $250 per day is an insufficient deterrent given rental income levels and supported Commissioner Dillon's idea as a meaningful step toward more effective enforcement.

<u>June 10, 2026, BOC Regular Meeting</u>

1. Mr. Scott and Mr. Stallman comment

Mayor Brooks said their comments had already been addressed by Director Wepfer in her Area 3 update.

2. Captain Dylan Hubbard's comment

Mayor Brooks said the John’s Pass business meetings are very informative and have fostered open communication and support. Once a Communications Manager is hired, they can include John’s Pass Village advertising in a future workshop.

The City Manager said they have begun interviewing for the Community Communications Manager position, and the process is going very well. He said the search for the HR Director has begun and that they will likely make a selection in about six weeks.

<u>July 8, 2026, BOC Regular Meeting</u>

1. John Scott’s comments regarding flooding and road conditions on West Parsley, East Parsley, and Marguerite

Mayor Brooks asked the City Manager whether a follow-up had taken place with Mr. Scott after the previous meeting. The City Manager said he was not certain and committed to verifying with staff.

Mayor Brooks directed the City Manager to contact Mr. Scott, meet with him, and provide a clear explanation of the current situation and timeline, including the reasons for any delays. She acknowledged that the resident deserved more substantive communication than he appeared to have received. She recognized his frustration as understandable given the prolonged conditions.

Community Development Director Marci Forbes explained that the paving delay stemmed from the schedule of the milling and paving subcontractor, separate from the John's Pass paving contractor. The first direct meeting among the City, the prime contractor, and the paving subcontractor had occurred only recently. The paving start date, previously communicated as July 9th, had been pushed back to approximately August 1st.

Commissioner Ghovaee raised the substantive drainage issue, noting that a conversation alone would be insufficient. He suggested that using turbidity barriers in the waterway near the outfall could allow removal of the erosion-control measures at the road inlet, thereby enabling stormwater to drain while protecting the bay from silt. He recommended that the City either direct the contractor to install the barriers or engage another subcontractor to do so, with any additional costs potentially backcharged to the prime contractor, treating the flooding as an emergency requiring immediate action.

Commissioner Dillon acknowledged the issue but noted the difficulty of directing work that falls under the contractor's responsibility, particularly when the contractor's performance had already been a concern.

Mayor Brooks directed the City Manager to determine the best approach to address the flooding, stating that the matter warranted emergency-level attention, and to keep affected residents proactively informed of any schedule changes.

July 22, 2026, BOC Regular Workshop Meeting

There were no public comments to address by the Board of Commissioners.

REPORTS/CORRESPONDENCE – BOARD OF COMMISSIONERS & CHARTER OFFICERS

Please refer to the BOC Meeting Minutes for information regarding Reports/Correspondence.

WORKSHOP AGENDA SETTING FOR UPCOMING WORKSHOP LIST

January 14, 2026, BOC Regular Meeting (January 22, 2026, BOC Regular Workshop)

- Contractual Agreement with Tampa Bay Psychology Associates
- Area 9 Design/Engineering Scope Discussion
- CXT Bathroom Purchase Discussion
- Public Works Building Rendering Discussion
- Photography Contract Quotes
- GrantWorks Piggyback Contract with Texas Standard
- Fireworks RFP
- Board of Commissioners Expenditure Report for FY 2025 & FY 2026 (City Clerk)Added:

Added:

- Parking Signage Update
- Parking Garage Update
- John's Pass Jetty Sidewalk Update
- Kitty Stuart Park Update
- Vacant Property behind Kava Coffee Shack, mentioned by Vice Mayor Kerr, - staff to provide current zoning regulation and land use regulation for the vacant property
- Discuss how to recognize Residents who go above and beyond for the City

<u>February 4, 2026, BOC Regular Meeting (February 11, 2026, BOC Regular Workshop)</u>

- Area 9 Design and Permitting Proposal Discussion
- John's Pass Village Parking Garage Discussion
- Hearing Officer Agreements

Added:

- Special Magistrate Lien 703 Sunset Cove, Madeira Beach – Case No. 24-233 (Baker-Cianciulli)
- Sanitation
- Key to the City Recipient Discussion
- Sample Forms for Business or Citizen Recognition/Appreciation (tentative)
- Purple Heart Recipient and Progress with the American Legion
- Meeting Schedule Setting to Streamline Items on Agenda
- Office for the Board of Commissioners at City Hall

<u>March 4, 2026, BOC Regular Meeting (March 18, 2026, BOC Regular Workshop)</u>

- Samples of Recognition and Appreciation Forms and an Explanation Form of why the person was chosen to receive Recognition
- GrantWorks Piggyback Contract with Texas Standard
- John's Pass Village Parking Garage Discussion
- 555 150th Avenue Rezoning to C-4, Marine Commercial
- ITB #26-01 City Hall Elevator
- RFP #26-02 Holiday Decorations throughout the City
- Lot Mowing Lien and Special Magistrate Liens - 13225 2nd Street East, Madeira Beach - Case Nos. 14-68, 08.04, 08.24, 08.07 and 09.39 (Simonetta and Discount Properties of Florida LLC)
- Gulf Beaches Public Library, Inc. - Audited Financial Statements, September 30, 2025

<u>April 8, 2026, BOC Regular Meeting (April 29, 2026, BOC Regular Workshop)</u>

- Hearing Office Agreements
- Samples of Recognition and Appreciation Forms and Explanation Form of why the person was chosen to receive recognition
- BOC Policy Handbook
- Explore ways to keep costs down for city services, contracts, design, and construction fees
- Discuss changing the municipal election from March to November
- 26PLN City of Madeira Beach Vulnerability assessment and adaptation plan Grant approval
- RFP #26-02 Holiday Décor
- Approval of Florida Department of Children and Families Grant for Rip Tide Simulator
- RDK ASL Lease Discussion

- John's Pass Village Parking Garage Feasibility Study
- Par-Kan Beach Dumpster Discussion
- Ordinance 2026-03, 555 150th Avenue Rezoning from PD, Planned Development to C-4, Marine Commercial – Discussion
- Greg Chassin regarding his property development issue

May 13, 2026, BOC Regular Meeting (May 27, 2026, BOC Regular Workshop)

- Pinellas County ILA for MS4
- Hearing Officer Agreements
- Samples of Recognition and Appreciation Forms and Explanation Form of why the person was chosen to receive recognition
- Explore ways to keep costs down for city services, contracts, design, and construction fees
- Discuss changing the municipal election from March to November
- Holiday Decor - Proposal with and without solar options
- Landscape - LDRs
- Sidewalks and Driveways - LDRs
- Nonconforming uses and BTRs (tentative) - LDRs
- RFQ for Land Development Regulations and Code of Ordinances
- Limited use parking along Gulf Blvd
- Snack Shack Historical Ordinance - Review Draft
- John's Pass Village Hotel - Vacation of ROW, Rezoning and DA
- TENTATIVE - 135th Ave - Vacation of ROW
- Ordinance 2026-04 (Zoning - Establishing Division 6 - Low Density Vacation Rental)
- RFP 26-05 Marina Seawall Replacement
- Piggyback agreement with Keystone for Area 5, Beach Parking lots, Johns Pass Village, and Bay Point.

June 8, 2026, BOC Regular Meeting (June 24, 2026, BOC Regular Meeting)

- Board of Commissioners Salary Discussion – Civil Service Commission Chair, Jerry Cantrell
- Exhibit A.1 DRC Agreement ILA PC Debris and Collection Agreement
- Nonconforming density and BTRs - LDRs
- Landscaping regulations - LDRs
- RFQ for Land Development Regulations and Code of Ordinances
- Limited use parking along Gulf Blvd
- Holiday Décor – Proposal with and without solar options
- Grantworks Agreement
- Resolution 2026-06: Moratorium on the Collection of Mobility Fees and Kimley-Horn Impact Fee Comparison

Added:

- Proposed Charter Amendment Ordinance changing Municipal Elections from March to November

July 8, 2026, BOC Regular Meeting (July 22, 2026, BOC Regular Workshop)

- Exhibit A.1 DRC Agreement ILA PC Debris and Collection Agreement
- RFQ for Land Development Regulations and Code of Ordinances

- Limited use parking along Gulf Blvd
- FY 2027 Pinellas County Sheriff's Office Contract
- Stormwater Analysis & Survey of what the fees charged from other Pinellas County
- communities
- FY 2027 Aclarian Financial Consultant & FY 2027 Contracts Extension Renewal Discussion
- Fees & Collections Manual Discussion
- Holiday Decor - Proposal with and without solar options

Added:

- 80th Anniversary of the City of Madeira Beach